

CHARLESTON CITY COUNCIL

Regular Meeting

April 15, 2019

at 7:00 PM



Council Chambers, Third Floor
City Hall, 501 Virginia St. E.
Charleston, WV

AGENDA

CALL TO ORDER BY THE MAYOR

INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC SPEAKERS AND CLAIMS

1. Claims

PROCLAMATIONS

1. Proclamations

COMMUNICATIONS

1. Communications

REPORTS OF STANDING COMMITTEES

ORDINANCE AND RULES

1. Bill No. 7812 - A Bill to amend Chapter 14, Article II, Section 14-33 of the Municipal Code of the City of Charleston for the purpose of updating the Building Code of the City of Charleston to be consistent with the recently amended State Building Code

FINANCE

1. Resolution No. 183-19 - Authorizing the Mayor or City Manager to sign Change Order No. 1 with Carl Walker Construction, Inc., in the amount of \$45,536.00, to perform the waterproofing and concrete repairs to the West deck near the connection bridge on the Charleston Coliseum & Convention Center.
2. Resolution No. 184-19 - Authorizing the City Collector to refund \$5,022.44 to for the over payment of B&O Taxes for the period of January 1, 2013 – December 31, 2015. (At the request of the City Manager and City Attorney, taxpayer identity information will be stricken from all records of Council and will not be made available to the public. The Clerk's Office will redact any pertinent information before making it available to the public.)
3. Resolution No. 185-19 - Authorizing the City Collector to refund \$15,917.32 to for the over payment of B&O Taxes for the 1st quarter 2018. (At the request of the City Manager and City Attorney, taxpayer identity information will be stricken from all records of Council and will not be made available to the public. The Clerk's Office will redact any pertinent information before making it available to the public.)

REPORTS OF OFFICERS

1. Reports of Officers

NEW BILLS

1. New Bills

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

ROLL CALL

ADJOURNMENT

THE NEXT STATUTORY MEETING OF COUNCIL WILL BE HELD APRIL 16, 2019 AT 5:30 P.M.

THE NEXT REGULAR MEETING OF COUNCIL WILL BE HELD MAY 6, 2019 AT 7:00 P.M.

***Meetings may be recorded and broadcast via internet <https://charlestonwv.civicclerk>**



AFFIDAVIT
Charleston Sanitary Board



STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to-wit:

The Mayor, Recorder, and/or Municipal Attorney of the City of Charleston, West Virginia, will take notice that this day appeared before the undersigned authority,
MYERS TRANSFER STORAGE / REBECCA BODD, Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 1420 BIGLEY AVE. CHARLESTON 25302

Telephone Number: 304-343-4676

and that on the 25th day of MARCH, 2018/2019, at approximately am pm
in the City of Charleston, West Virginia, he/she sustained

Nature Of Injury And/Or Damage

As A Result Of:

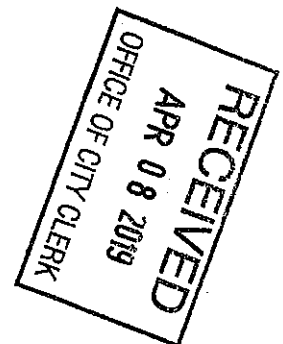
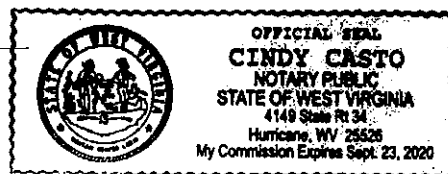
SEE ATTACHED

As a result of which accident the Claimant, MYERS TRANSFER STORAGE / REBECCA BODD, does hereby make claim against the City of Charleston, West Virginia, for damages incurred and to be incurred by him/her in the future.

Rebecca Bodd
Signature of Claimant

Taken, subscribed and sworn to before me this 5th day of April, 2019.
My commission expires September 23, 2020.

Cindy Casto
Notary Public



1 Bill No. 7812

2
3 Introduced in Council

Referred to

4
5 April 1, 2019

Ordinance & Rules

6
7 Introduced by:

Passed by Council

8
9 Jeanine Faegre

10
11
12
13 Bill No.7812: A BILL to amend Chapter 14, Article II, Section 14-33 of the Municipal Code of
14 the City of Charleston for the purpose of updating the Building Code of the City of Charleston to
15 be consistent with the recently amended State Building Code as set forth in W. Va. Code § 29-3-
16 5, and State of West Virginia Title 87, Legislative Rule Series 4 (§ 87-4-1 et seq.).

17
18 **Now, therefore, be it Ordained by the Council of the City of Charleston, West Virginia:**

19
20 That effective ~~August 1, 2016~~April 30, 2019, Chapter 14, Article II, Section 14-33 of the
21 Municipal Code of the City of Charleston is hereby amended for the purpose of updating the
22 Building Code of the City of Charleston to be consistent with the recently amended State Building
23 Code as set forth in W. Va. Code § 29-3-5, and State of West Virginia Title 87, Legislative Rule
24 Series 4 (§ 87-4-1 et seq.), to read as follows:

25
26 **Sec. 14-33. Adoption of state building code; exercise of authority beyond corporate limits.**

27
28 (a) There is adopted the state building code as authorized by W. Va. Code § 8-12-13 and
29 promulgated pursuant to W. Va. Code § 29-3-5b, and by the State of West Virginia in Title 87,
30 Legislative Rule Series 4 (§ 87-4-1 et seq.), state building code, which are collectively adopted by
31 reference as if fully restated herein, and the provisions of such code sections and regulations shall
32 be controlling within the city.

33 (b) The following amendments are made and incorporated into the codes adopted by 14-33 (a)
34 herein:

Whenever referenced in the several ICC codes adopted herein, any reference to the International Fire Code should be substituted with the NFPA Life Safety Code 2015 edition.
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The ANSI/ASHRAE/IESNA Standard 90.1-200 <u>7</u> 9 <u>10</u> edition for commercial buildings.

International Building Code 2015:

Section 101.1	Insert "the City of Charleston"
Section 1612.3	Insert "the City of Charleston" dated "April 3, 1985"
Section 3412.2	Insert " August 1, 2016 <u>April 30, 2019</u> "
Delete Section 101.4.5 Fire Prevention, in its entirety.	
Delete Section 113.3 Qualifications, in its entirety and replace with the following: 113.3 Qualifications. The Board of Appeals shall consist of five members, with up to three alternates, who are qualified by experience or training to pass on matters pertaining to building construction and are not employees of the jurisdiction. They may include, but are not limited to, a WV Registered Professional Architect or Engineer, or a WV Licensed General Building, Residential, Electrical, Piping, Plumbing, Mechanical or Fire Protection Contractor, with at least 10 years' experience, five of which shall be in responsible charge or work. No less than one of the members of such Board of Appeals shall be a WV Registered Professional Architect or Engineer, or a WV Licensed General Building, Residential, Electrical, Piping, Plumbing, Mechanical or Fire Protection Contractor. Section 4.1.k.l. Omit references to International Fire Code and substitute NFPA Life Safety Code 2009 Edition.	
International Residential Code for One and Two Family Dwellings 2015:	
	Chapter 11 entitled "Energy Efficiency", is exempt from Title 87, Legislative Rule Series.
Section R101.1	Insert "the City of Charleston"
Section G2415.12 (404.10)	Delete and replace with: Minimum Burial Depth. Underground piping systems shall be installed a minimum depth of 12 inches (305 mm) below grade. If the minimum depth cannot be maintained, the piping system shall be installed in conduit or shielded in an approved manner.
Table	Insert into blank spaces as follows:

R301.2(1)	Ground Snow Load - "20 psf" Wind Speed - " 90 115 mph" Seismic Design Category - "C" Weathering - "Severe" Frost Line Depth - "24 inch" Termite - "Moderate to Heavy" Decay - "Slight to Moderate" Winter Design Temperature - "11 degrees" Ice Shield Underlayment - No Flood Hazards - "see FIRM 1985 Floodplain Ordinance" Air Freezing Index - 500 Mean Annual Temp - 54.5 Topographic effects - "No"
Section P2603.6.1	Insert "30 inches" and "12 inches"
Delete Section 303.5.1 Light Activation, in its entirety. Delete sections R 311.3.1 Landings at doors in its entirety.	
International Plumbing Code 2015:	
Section 101.1	Insert "the City of Charleston"
Section 106.6.2	Insert "See the Building Department Administrative Manual, Appendix A"
Section 106.6.3	In No.2 Insert "100%" In No. 3 Insert "100%"
Section 108.4	Insert "misdemeanor", "\$500", "30 days"
Section 108.5	Amend last sentence in paragraph to read as follows: Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine up to

	\$500.00"
Section 305.6.1	Insert "30 inches" and "12 inches"
Section 904.1	Insert "12 inches"
International Mechanical Code 2015:	
Section 101.1	Insert "the City of Charleston"
Section 106.5.2	Insert "See the Building Department Administrative Manual, Appendix A"
Section 106.5.3	In No. 2 Insert "100%" In No. 3 Insert "100%"
Section 108.4	Insert "misdemeanor", "\$500", "30 days"
Section 108.5	Amend last sentence in paragraph to read as follows: Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine up to \$500.00"
International Existing Building Code 2015:	
Section 101.1	Insert "the City of Charleston"
Section 1301.2	Insert " August 1, 2016 <u>April 30, 2019</u> "
International Energy Conservation Code 2009:	

Section 101.1	Insert "the City of Charleston"
International Fuel Gas Code 2015:	
Section 101.1	Insert "the City of Charleston"
Section 106.6.2	Insert "See the Building Department Administrative Manual, Appendix A"
Section 106.6.3	In No. 2 Insert "100%" In No. 3 Insert "100%"
Section 108.4	Insert "misdemeanor", "\$500", "30 days"
Section 108.5	Amend last sentence in paragraph to read as follows: Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine up to \$500.00"
Section 404.10	Section 404.10 is deleted in its entirety and replaced with the following: "Underground piping systems shall be installed a minimum depth of 12 inches (305mm) below grade. If the minimum depth cannot be maintained, the piping system shall be installed in conduit or shielded in an approved manner."
International Property Maintenance Code 2015:	
Section 101.1	Insert "the City of Charleston"
Section 103.5	Insert "See the Building Department Administrative Manual, Appendix A"
Section 110.3	Modified as follows: Unless authorized by W. Va. Code §8-12-16, or absent the express consent of the owner, if the owner of a premises fails to comply with a demolition order within the time prescribed, the legal counsel of the jurisdiction shall institute appropriate

	action in the Circuit Court of the County in which the property is located against the owner of the premises where the structure is or was located seeking an Order causing the structure to be demolished and removed. Thereafter, the local jurisdiction, through an available public agency or by contract or arrangement with private persons, shall demolish and remove the structure and the costs thereof, as well as all fees and costs incurred in the legal action, shall be a lien upon such real estate.
Section 112.4	Amend last sentence in paragraph to read as follows: Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine up to \$500.00"
Section 302.4	Insert "10 inches"
Section 303.14	Insert "January 1 st to December 31 st "
Section 602.3	Insert "January 1 st to December 31 st "
Section 602.4	Insert "September 1 st to June 1 st "
2014 National Electrical Code, NFPA 70:	
2009 ICC/ANSI A117.1 American National Standards for Accessibility & Usable Buildings and Facilities:	
Title 87 Legislative Rule, State Fire Commission, Series 4 § 87-4-5 Fire Protection of Floors in Residential Buildings 5.1 New One and Two Family Dwellings over one level in height, New One and Two Family Dwellings containing a basement, and New One and Two Family Dwellings containing a crawl space containing a fuel burning appliance below the first floor, shall provide one of the following methods for fire protection of floors: (1) A ½ inch (12.7 mm) gypsum wallboard membrane, 5/8 inch (16mm) wood structural panel membrane, or equivalent on the underside of the floor framing member; (2) Wood floor assemblies using dimension lumber or structural composite lumber equal or greater than 2 inch by 10 inch (50.8 mm by 254 mm) nominal	

dimension, or other approved floor assemblies demonstrating equivalent fire performance; or (3) An Automatic Fire Sprinkler System as set forth in section R313.2 of the 2009 edition of the International Residential Code for One and Two Family Dwellings: *Provided*, That Floor assemblies located directly over a space protected by an automatic sprinkler system as set forth in section R313.2 of the 2009 edition of the International Residential Code for One and Two Family Dwellings are exempt from this requirement.

35

36 (c) Nothing in this section hereby adopted shall be construed to affect any suit or proceeding
37 impending in any court, or any rights acquired, or liability incurred, or any cause of action
38 acquired or existing, under any provision hereby repealed; nor shall any right or remedy of
39 any character be lost, impaired or affected by this chapter.

40

Resolution No. 183-19

Introduced in Council:

March 15, 2019

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

Resolution No. 183-19- Authorizing the Mayor or City Manager to sign Change Order No. 1 with Carl Walker Construction, Inc., in the amount of \$45,536.00, to perform the waterproofing and concrete repairs to the West deck near the connection bridge on the Charleston Coliseum & Convention Center. The area is approximately 3,500 SF with 1,065 LF of joint replacement. The additional costs will increase the contract price from \$686,707.90 to \$732,243.90.

Be it Resolved by the Council of the City of Charleston, West Virginia:

That the Mayor or City Manager is hereby authorized and directed to sign Change Order No. 1 with Carl Walker Construction, Inc., in the amount of \$45,536.00, to perform the waterproofing and concrete repairs to the West deck near the connection bridge on the Charleston Coliseum & Convention Center. The area is approximately 3,500 SF with 1,065 LF of joint replacement. The additional costs will increase the contract price from \$686,707.90 to \$732,243.90.

**CITY OF CHARLESTON
Parking Garage Repairs
2018**

CHANGE ORDER NO. 1

Date of Approval: **April 15, 2019**

Contractor: **Carl Walker Construction, Inc.
935 Vista Drive
Pittsburgh, PA 15205-1218**

The Contract is changed as follows:

Carl Walker has proposed to perform the waterproofing and concrete repairs to the West deck near the connection bridge on the Charleston Coliseum & Convention Center. The area is approximately 3,500 SF with 1,065 LF of joint replacement.

Description:

- Concrete Repairs – partial depth demolition, prep steel, pour high strength concrete.
- Caulking – removal and replaced of all caulking joints throughout.
- Coating – scrape and remove loose coating throughout, pressure wash, install new coating system.
- Plank Repair – demolition, shoring, steel reinforcing, pour concrete, attach supplemental
galvanized angle steel to existing beam.

Totaling	\$45,536.00
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Original Contract Price:	\$686,707.90
Total of this Change Order	\$ 45,536.00
Total of previously approved Change Orders	\$ 0.00
Contract Price with all Approved Change Orders:	\$732,243.90

Approved by:

Accepted by:

City of Charleston

Carl Walker Construction, Inc.

Date

Date

March 26, 2019

Mr. Chris Knox
City of Charleston Engineer
Charleston, WV 25301

Re: Charleston Civic Center – Waterproofing & Concrete Repairs West Deck

Mr. Knox,

Carl Walker Construction, Inc. (CWC) is pleased to provide the following proposal to perform the waterproofing and concrete repairs to the West deck near the connection bridge on the Civic Center. The following scope of work is based on walkthrough with engineer and includes recommendations from CWC.

Scope of Work;

Concrete Repairs

- Demolition of loose concrete down to solid substrate by mechanical means. (partial depth repairs appear to be all that is required.)
- Prep areas and place new reinforcement if needed
- Pour back using a 5,000psi bag mix (Sika 1000)
- Finish and prep for receiving caulking and coating

Caulking

- Removal and replacement of all caulking joints throughout the slab including the tooled joints in the topping slab, cold joints and cove joints.
- Caulking will be mechanically removed.
- Substrate will be prepared by diamond grinding the substrate.
- A two-component, self-leveling urethane sealant will be installed in all joint openings.

Coating

- CWC will scrape and grind the loose coating found throughout the deck and dispose.
- The substrate will be pressure washed to prep for receipt of new Coating.
- A new coating system will be installed consisting of the following components;
 - A primer placed at 300 SF/G.
 - A base coat placed at 80 SF/G.
 - A urethane wear course placed at 100 SF/G with Aggregate/every 100 SF.



- An aliphatic (UV stable) top coat will be placed at 100 SF/G.
- Clean up and curing of the material.

Plank Repair

- There is one existing plank that shows signs of failure from the underside.
- Plank will be shored up and demolished by mechanical means
- Engineered designed repair drawing will be supplied and followed to put back new reinforcement and concrete in old planks location.
- New concrete will be allowed to cure to proper strength before shoring will be removed.
- Once formwork is moved, a supplemental galvanized angle will be placed under the plank and attached to the two adjacent beams to carry the new plank.

Total Cost - \$45,536.00

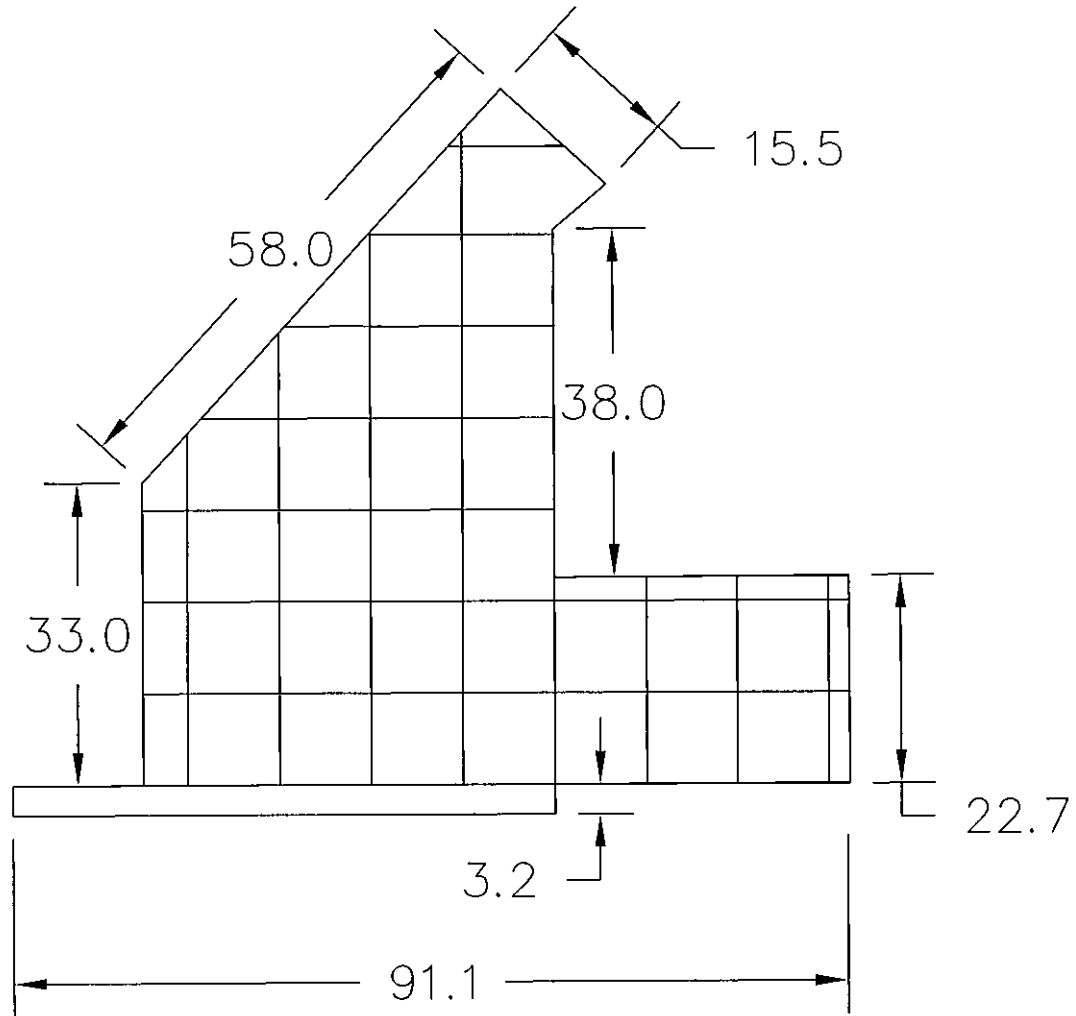
Thank you,

Kyle Cavanaugh
District Manager
Restoration Division

Notes:

- Permits, bonds and special insurances are excluded.
- CWC assumes that the deck will be shutdown during repairs.
- Normal work hours M-F, 7AM-3PM.
- All coating, caulking and expansion joint work comes with a 5 year warranty.

Resurfacing of Lee Street Walkway Civic Center



Area: 3500 SF

Joint Length: 1065 ft

AGREEMENT FOR PARKING GARAGE REPAIRS

THIS AGREEMENT is made as of this ^{5th SEPTEMBER} ~~24th~~ day of ~~August~~, 2018, between THE CITY OF CHARLESTON, a municipal corporation, hereinafter called "City," and CARL WALKER CONSTRUCTION, INC., hereinafter called "Contractor."

WHEREAS, City issued a Request for Bids and Project Manual for the performance and completion of certain tasks constituting repairs to various City parking garages (the "Services"), including the provision of material, equipment and other personal property (the "Materials"), to be performed in accordance with the plans, specifications and other specified provisions thereto, and has received Contractor's responses thereto (said Request for Bids, the Project Manual, the plans, specifications and specified provisions thereto, and Contractor's response thereto, including, but not limited to, specifications, warranty information, and all other information provided by Contractor are incorporated herein and made a part hereof, collectively, as "Attachment A"); and

WHEREAS, Contractor has been selected as the successful bidder under the terms of said Request and the provisions of this Agreement, and City intends to enter into this Agreement with Contractor for the provision of the Materials and Services; and

WHEREAS, Contractor has agreed to provide such Materials and Services at the prices and subject to the terms set forth herein and in Attachment A;

WITNESSETH:

In consideration of such payments and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor agrees to provide the Materials and perform the Services in accordance with the provisions of this Agreement, Attachment A, and all other exhibits attached hereto and documents incorporated herein by reference.

The parties acknowledge and agree that Attachment A is intended to and shall supplement the terms of this Agreement, but in the event of any inconsistency between the provisions of this Agreement and Attachment A, City shall have the exclusive right to elect which provision shall control. The parties further acknowledge and agree that in the event of any inconsistency between City's Request for Bids, including attachments thereto, and Contractor's responses, including any attachments thereto, contained in Attachment A, City shall have the exclusive right to elect which provision shall control.

Subject to the terms of this Agreement, City agrees to pay Contractor, and Contractor agrees to accept as payment in full for the Services, the sum not more than Six Hundred Eighty-six Thousand, Seven Hundred Seven Dollars and Ninety Cents (\$686,707.90) (the "Total Contract Amount") as set forth in Attachment A. The Total Contract Amount includes quantities of Materials which are estimates of the quantities needed. The City will pay for

quantities actually in place. The City reserves the right to vary the quantities up to fifty percent (50%) with no change in unit price. City shall not pay for any variances which result in an increase in the Total Contract Amount unless expressly agreed to by City in a written Change Order.

TERMS AND CONDITIONS:

ARTICLE 1 - REPRESENTATIONS AND WARRANTIES

1.1 Procurement of Agreement

- A. Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee, or any other compensation.
- B. Contractor represents and warrants that it is authorized to do business in the State of West Virginia and may lawfully perform the Services and provide the Materials required by this Agreement without violating any Federal, State or local law or regulation.
- C. The Contractor represents and warrants that the execution, delivery and performance hereof including the performance of the Services and the sale of the Materials have been authorized and approved by all necessary action on its behalf, constitutes its valid and binding obligation and that the same shall not violate any law or agreement binding on or applicable to Contractor.

1.2 Conflict of Interest

Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance of the Services or the provision of Materials as herein provided.

1.3 Fair Practices

Contractor, and each person signing on behalf of Contractor, represents, warrants and certifies, under penalty of perjury, that to the best of his knowledge and belief:

- A. The prices in Attachment A have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such price with any other bidder or with any competitor.

- B. Unless otherwise required by law, the prices stated in this Agreement and Attachment A, have not been knowingly disclosed by Contractor prior to the proposal opening, directly or indirectly, to any other bidder or to any competitor.
- C. No attempt has been made or will be made by Contractor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

ARTICLE 2 - AUDIT BY CITY

- 2.1 All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said vouchers or invoices are based, are subject to audit by appropriate City officials.
- 2.2 Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by City.
- 2.3 Contractor shall not be entitled to final payment under the Agreement until all requirements of this Agreement and Attachment A have been satisfactorily met.

ARTICLE 3 - COVENANTS OF THE CONTRACTOR

3.1 Prohibited Activity

Contractor shall not use any funds provided herein or personnel employed hereunder for political activities, inherently religious activities, lobbying, political patronage, or nepotism activities.

3.2 Employment Laws

Contractor shall comply with all Federal, State, and local employment laws, rules and regulations. If Contractor fails to comply with the aforementioned employment laws, the City may, at its discretion, take appropriate action, including, but not limited to, calling Contractors' bonds and/or terminating this Agreement immediately.

Contractor shall also comply with all Federal, State and local employment laws, rules, and regulations which are imposed contractually or otherwise by virtue of the public sources from which the City derives funding to meet its obligations under this Agreement.

3.3 Independent Contractor Status; Indemnity; Insurance; Bonds

Contractor is and shall remain at all times an independent contractor and shall not be and shall not represent itself to be the agent, joint venturer, partner or employee of City or to be related to City other than as an independent contractor. No representation shall be made nor act done by Contractor which could establish any apparent relationship of agency, joint venture, partnership or employment with City, and City shall not be bound in any manner whatsoever by any agreement, guarantee or representation made by Contractor to any person or by any action of Contractor.

In addition to, and not in lieu of the Indemnity provisions set forth in Section 3.4 herein, Contractor agrees that it shall indemnify, defend and hold harmless City, its officers, employees and agents (hereinafter collectively, "City" for purposes of the indemnity, defense, hold harmless and insurance obligations contained in this Agreement) from and against any and all claims, demands, obligations, causes of action, lawsuits, fines, costs, judgments and damages of any character whatsoever, and all expenses associated therewith (including, but not limited to, reasonable attorney's fees and costs), arising from or related in any way to: (i) the operations of Contractor, its officers, agents, employees, subcontractors and its related or affiliated companies (hereinafter collectively, "Contractor" for purposes of the indemnity, defense and hold harmless obligations contained in this Agreement); (ii) Contractor's provision of the Services or Materials; (iii) any act or omission, negligence or misconduct of Contractor; (iv) a breach of this Agreement, (v) failure of Contractor to complete any required work as specified in the Agreement, or (vi) failure of Contractor to perform any obligation contained in the Agreement or otherwise agreed to by Contractor, whether written or oral. Contractor specifically acknowledges that the indemnification, defense and hold harmless obligations imposed by this Agreement require Contractor to indemnify and defend City regardless of whether or not any claimant or litigant also alleges that City was negligent. Further, Contractor agrees that its duty to defend and indemnify City does not require a judicial determination of the Contractor's negligence as a precondition of the duty to indemnify and defend City.

In addition to, and not in lieu of the indemnity provisions set forth in Sections 3.3 and 3.4 herein, Contractor shall be solely responsible for all physical injuries or death to its officers, agents, employees and subcontractors and, consistent with the obligations imposed by this Agreement, shall indemnify, defend and hold harmless City for such injury or death. Contractor shall be solely responsible for the safety and protection of all of its employees whether due to the acts and omissions, negligence, fault or default of Contractor or not. Contractor hereby agrees to purchase and carry workers compensation insurance for all of its employees and to ensure that all of its subcontractors purchase and carry workers compensation insurance for all of their employees.

In addition to, and not in lieu of the indemnity provisions set forth in Sections 3.3 and 3.4 herein, Contractor shall be solely responsible for any and all damage to any property of the City or of any third-party related in any way to Contractor's operations, provision of the Services or Materials, or any act or omission, negligence or misconduct of Contractor. Consistent with the obligations imposed by this Agreement, Contractor shall indemnify, defend and hold harmless City for any and all such damage, and, in the event of damage to any property of City, shall promptly reimburse City for all costs and expenses of any character upon Contractor's receipt of a demand for reimbursement by City.

Contractor shall fully pay off and discharge and secure the release of any and all mechanics liens related in any way to this Agreement, Contractor's operations or the provision of the Services or Materials which may be placed upon any property by any subcontractor, laborer or material men and Contractor shall also save and keep harmless the City from all losses of any character and from any cause whatsoever related in any way to the operations of Contractor or provision of the Services or Materials.

Contractor shall maintain general liability insurance in the amount of \$1,000,000.00 and shall name City as an additional insured for purposes of this Agreement and the indemnity provisions herein. Contractor shall be responsible for the payment of all deductibles. Contractor shall also purchase and maintain all such other kinds of insurance and minimum amounts required to be purchased and maintained by Contractor throughout the term of this Agreement. All policies shall provide primary coverage, shall reflect that Contractor is responsible for any and all deductibles and shall otherwise be in such form and with such endorsements and riders as City shall specify. Contractor agrees to provide City with a copy of its insurance policies prior to the beginning of any work on this contract. In the event that Contractor's insurer denies coverage or terminates Contractor's insurance coverage, the City may, at its option, terminate this contract immediately.

Prior to the provision of the Materials or commencement of the Services, Contractor shall furnish City with performance and payment bonds, in the amount Six Hundred Eighty-six Thousand, Seven Hundred Seven Dollars and Ninety Cents (\$686,707.90), to assure the timely provision of Materials and completion of the Services pursuant to the terms of this Agreement, Attachment A, and all other exhibits attached hereto and documents incorporated herein by reference.

The indemnity provided for in Section 3.3 herein shall be deemed in addition to and in no way a limitation upon the right of common law indemnification of City, its officers, employees and agents from Contractor.

3.4 Indemnity for Environmental Problems

In addition to, and not in lieu of the indemnity provisions set forth in Section 3.3 herein, Contractor agrees to defend, indemnify and hold harmless City and its agents from any claims, liabilities, and/or any types of actions whatsoever, and from any and all fines, alleged damages, and/or expenses, including attorneys' fees and costs, arising out of alleged injury to person(s) or property, or contamination of the environment, whether or not prosecuted by a private or governmental entity. Contractor further agrees to defend, indemnify and hold harmless City, its officers, employees and agents in connection with any administrative proceeding arising out of alleged damage to person, property, or the environment, including, but not limited to, notification that City, its officers, employees or agents, are potentially responsible parties for any alleged damage to any environmental hazard created by Contractor as a result of its performance under this Agreement.

The indemnity provided for in Section 3.4 herein shall be deemed in addition to and in no way a limitation upon the right of common law indemnification of City, its officers, employees and agents from Contractor.

3.5 Books and Records

Contractor agrees to maintain and retain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

3.6 Retention of Records

Contractor agrees to retain all books, records, and other documents relevant to this Agreement for ten years after the final payment or termination of this Agreement, whichever is later. City, State and Federal auditors, and any other persons duly authorized by the City, shall have full access to and the right to examine any of said materials during said period.

3.7 Suspension of Work

Contractor shall at all times be solely responsible for the protection of all work and Materials against damage or injury. In the event of temporary suspension of work for any reason, including, but not limited to, inclement weather, Contractor shall immediately take all action(s) necessary to ensure the protection of all work and Materials against damage or injury.

City may suspend work if the City Manager or City Engineer determines that suspension is in the City's best interest and/or the City elects to terminate this Agreement for any of the provisions contained in 5.1 herein. The City Manager

and/or City Engineer will deliver to Contractor a Notice of Suspension specifying the extent and duration of the suspension and the effective date thereof. Upon receipt of such Notice of Suspension, Contractor shall immediately proceed to stop work, as specified in the notice, place no further subcontracts or orders for materials (except as necessary to complete any work that is not subject to suspension), and take all action(s) necessary, including any action(s) that the City Manager or City Engineer may direct, for the protection and preservation of the Materials and any property related to this Agreement.

If, in the opinion of the City Manager or City Engineer, any work or Materials have been damaged or injured by reason of failure on the part of the Contractor or his Subcontractors to protect their work or Materials, such Materials shall be removed and replaced at the expense of the Contractor.

3.8 Compliance with Law

Contractor shall render the Services under this Agreement in accordance with applicable provisions of Federal, State and local laws, rules and regulations. If Contractor fails to comply with the aforementioned laws, the City may, at its discretion, take appropriate action, including, but not limited to, calling Contractors' bonds and/or terminating this Agreement immediately.

3.9 Time of Completion; Delay; Default by Contractor; Remedies

Contractor shall provide the Materials and complete the Services to City's satisfaction on or before January 15, 2019, unless the term herein shall be extended by the mutual written agreement of the parties hereto. If Contractor fails to perform its obligation to provide the Materials and complete the Services by such date, or otherwise breaches the terms of this Agreement or Attachment A, City may, but without any obligation to do so, terminate this Agreement immediately, call Contractor's bonds, engage another contractor or contractors to provide the Materials and/or complete the Services as City may determine, and seek monetary damages from Contractor in addition to other remedies available under this Agreement, Attachment A, or applicable law. Contractor shall not be responsible for: (1) delays occasioned by circumstances beyond the control of Contractor, including property access, labor strikes, lockouts and unavoidable casualties or causes; or (2) changes ordered by City, unless the changes were necessary to correct defects or non-compliance of the Services or the Materials.

3.10 Contractor's Representation, Warranties and Guarantee

Contractor shall perform all Services in a safe and workmanlike manner and in accordance with industry standards and all specifications referenced herein, including any change orders hereto.

Unless otherwise agreed to in writing by City or expressly permitted by City in Attachment A, Contractor hereby represents, warrants and agrees that the Materials used in connection with the Agreement are new, in good and marketable condition, have never been used, are sufficient for their intended purposes, are in compliance with the specifications in Attachment A, and that Contractor owns them and has the right to sell and convey them to City free of liens and encumbrances. Contractor hereby assigns to City all rights to any and all warranties and/or guarantees, whether express or implied, made to Contractor by the manufacturers or distributors of the Materials or any part thereof. Contractor agrees to assist the City in enforcing any and all warranties and/or guarantees related to the Materials.

Contractor further warrants that, if any of its completed Services fail to conform to this Agreement or Attachment A, Contractor shall, at its own expense, and provided Contractor is notified of such defect or non-conformity within one year of the completion of the Services, either perform corrective services at no cost to City as may be required to correct such defect or non-conformity or refund to City the amount paid to Contractor for Services that are defective or non-conforming.

3.11 Diligent Review by Contractor and Ability to Perform the Services

Contractor agrees and acknowledges that:

- A. Contractor has examined and carefully studied this Agreement, Attachment A hereto and other related data identified in the request for bids and the plans, specifications and other specified provisions thereto;
- B. Contractor has visited the site of the project, has become familiar with it, and is satisfied as to the general, local and site conditions that may affect cost, progress, provision of the Materials and performance of the Services;
- C. Contractor is familiar with and is satisfied as to all Federal, State, and local laws and regulations that may affect cost, progress, provision of the Materials and performance of the Services;
- D. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site of the project which may affect cost, progress, provision of the Materials or performance of the Services or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by this Agreement, Attachment A, and all safety precautions and programs incident thereto;

- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the provision of the Materials or performance of the Services at the stated price herein.
- F. Contractor has given the City Engineer and/or the design engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in this Agreement and Attachment A hereto, and the written resolution thereof by the City Engineer and/or design engineer is acceptable to Contractor; and
- G. This Agreement and Attachment A hereto are generally sufficient to indicate and convey understanding of all terms and conditions for provision of the Materials and performance of the Services to the satisfaction of the City.

3.12 Traffic Control

During the performance of the Services, Contractor shall be solely responsible for putting in place adequate safety measures and warnings for both pedestrians and vehicular traffic. Contractor shall keep garage entrances clear and available to City, City's guests and employees, and emergency vehicles at all times. In the event that work directly impacts one or more entrance/exit lanes, Contractor shall keep at least one lane open at all times. Contractor shall provide City with 48 hours' notice of any activities that will affect City's operation of its parking garages.

3.13 Responsibility of Avoiding Structures

Contractor shall assume full responsibility for the protection of all property owned by City or by any third party in the vicinity of the project. Contractor shall notify the City Engineer if Contractor's work encroaches on structures or property owned by a third party in the area of the project. Contractor shall replace or repair at Contractor's expense any and all property of any kind damaged as a result of Contractor's work at no additional cost to the City.

3.14 Access

City agrees to take all actions necessary to allow Contractor and its subcontractor(s) authority to enter the property upon which Contractor's Services are to be performed. Contractor shall take all reasonable precautions to minimize any damage to the property covered by the Agreement, and to any adjoining property. Any cost of correction, repair or replacement to such property, or adjoining properties shall be borne by Contractor.

3.15 Compliance with Copeland "Anti-Kick Back" Act

Contractor agrees to comply with the requirements of the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in US Department of labor regulations 29 CFR Part 3.

3.16 Drug-Free Workplace Requirements

Contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (42 USC 701) in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.

3.17 Immigration Reform and Control Act

Contractor shall certify that it is in complete compliance with the Immigration Reform and Control Act (IRCA).

ARTICLE 4 - PAYMENTS, CLEAN UP

4.1 Payment

Requests for interim payment for Materials provided and Services performed in any month may be prepared and submitted on a monthly basis by Contractor in the form of a proper detailed invoice as specified in Attachment A. The City will withhold ten percent (10%) of each interim payment. City will pay proper requests for interim payments within 30 days from the first or fifteenth day of the month following City's receipt of a proper request for interim payment. Contractor shall supply a certified payroll with each invoice submitted. Invoices shall be mailed to: City Engineer, P.O. Box 2749 Charleston, WV 25330, or hand delivered to City Engineer, 105 McFarland Street, Charleston WV 25301.

City may reject any Services or Materials that do not conform to this Agreement or Attachment A. Contractor shall immediately correct such non-conforming Services or Materials without additional cost to City.

City agrees to pay Contractor the retainage amount accrued and the remaining Total Contract Amount within thirty (30) working days of completion of all of the following:

1. Inspection of the Materials and Services by City;
2. Acceptance of the Materials by City;
3. Timely completion of the Services to the satisfaction of City; and
4. Receipt by City of a proper invoice from Contractor.

4.2 Clean up

Contractor shall pick up all debris resulting from its work and remove it from the job site. Contractor shall dispose of all debris resulting from its work at its own expense and in conformity with applicable Federal, State and local health and sanitary codes and laws. Contractor shall be responsible for complete and lawful removal of any and all hazardous material/debris resulting from Contractor's work activities from the job site.

ARTICLE 5 - TERMINATION

5.1 Termination of Agreement; Remedies

City shall have the right to terminate this Agreement, in whole or in part, in accordance with the following, or for reasons set forth elsewhere in this Agreement:

- A. Upon the default by Contractor under any covenant or other term or condition of this Agreement or Attachment A, or if any warranty or representation made by Contractor is untrue in any material respect; or
- B. Upon Contractor's becoming insolvent or upon commencement under the Bankruptcy Act of any similar proceeding either voluntarily or involuntarily; or
- C. If funds are not appropriated by City for the purposes of this Agreement. In the event of City's termination pursuant to this section of the Agreement, City agrees to compensate Contractor for all Services and Materials for which funds were appropriated and which were satisfactorily performed through the date of termination; or
- D. Upon failure by Contractor to perform the Services with sufficient and qualified employees, sufficient and suitable equipment, or with sufficient and suitable Materials to assure the prompt and satisfactory completion of the work; or
- E. If Contractor performs the Services unsuitably or neglects or refuses to remove and replace non-conforming Materials or to correct non-conforming Services to the satisfaction of the City; or
- F. If Contractor fails to maintain General Liability insurance as required herein, with the City and its agents as additional insureds, with limits of at least \$1 million.

Upon such termination resulting from the default of Contractor, City may, in addition to its other rights and remedies hereunder, institute a civil action for damages or specific performance and exercise such other rights and remedies as it may have

under applicable law.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Contractor pursuant to this Agreement shall, at the option of the City, become property of the City.

ARTICLE 6 - CONDITIONS PRECEDENT

This Agreement shall neither be binding on City nor effective until: (1) the approval by the City Council of City of a resolution approving this Agreement or authorizing the Mayor or City Manager to execute this Agreement on behalf of City; and (2) the execution of this Agreement by the Mayor or City Manager. The requirements of this section of this Agreement shall be in addition to, and not in lieu of, any approval or authorization otherwise required for this Agreement to be effective and for the expenditure of City funds.

ARTICLE 7 - MISCELLANEOUS TERMS

7.1 General Release: Waiver of Mechanic's Liens

The acceptance by the Contractor and its assignees of the final payment under this Agreement, whether by check, voucher, judgment of any court of competent jurisdiction or any other administrative means, shall constitute and operate as a general release to City from any and all claims of and liability to Contractor arising out of the performance of this Agreement. Contractor waives its right to file a mechanic's or other lien in connection with the provision of the Services or Materials.

7.2 No Claim Against Officer, Agent or Employees

No claim whatsoever shall be made by Contractor against any officer, employee or agent of City for, or on account of, anything done or omitted in connection with this Contract.

7.3 Disclosure of Information Required by Law

Contractor acknowledges that City is a public entity and is subject to mandatory disclosure of certain information upon request under W.Va. Code § 29B-1-1 *et seq.* (the "Freedom of Information Act") and W.Va. Code § 6-9A-1 *et seq.* (the "Open Governmental Proceedings Act"). If City is requested or required to disclose any information deemed confidential by Contractor, City will promptly notify Contractor of each such request or requirement so that the appropriate entity may seek an appropriate protective order or other appropriate relief. To the extent permitted by Federal, State and local laws, each party agrees to cooperate fully with the other in seeking any protective order or other remedy. If, in the absence of a protective order

or the receipt of a waiver hereunder, City is, nonetheless, compelled to disclose confidential information, it may disclose such information pursuant to such request or requirement without liability hereunder.

7.4 Waiver

Waiver by City of a breach of any provision of this Agreement or Attachment A hereto shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless and until the same shall be agreed to in writing by City consistent with the requirements of Section 7.8 herein.

7.5 Assignment

Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party.

7.6 Dispute Resolution

Contractor and City will attempt to settle any claim or controversy arising out of this Agreement or the Services through consultation and negotiation in good faith and a spirit of mutual cooperation. Any dispute which cannot be resolved between the parties through consultation, negotiation or mediation within a reasonable time may then be submitted to a court of competent jurisdiction in the County of Kanawha, West Virginia. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful; or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or to others.

7.7 Notice between Contractor and City

Contractor and City hereby designate the business mailing addresses set forth in this Agreement as the places where all notice, directions or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Such address may be changed at any time by either party by written notice to the other party in the manner prescribed herein.

Contractor shall identify and provide a superintendent, foreman or supervisor who shall have authority to act for Contractor for the purposes of this Agreement.

7.8 Modification

This Agreement may not be modified by the parties except in writing executed by City and Contractor and, in order for any modification to be enforced against City, shall reference the Section of this Agreement to be modified and specifically identify the term, condition, or obligation to be modified.

7.9 Forum Provision Choice of Law, Consent to Jurisdiction and Venue

This Agreement shall be deemed to be executed in The City of Charleston, State of West Virginia, regardless of the domicile of Contractor, and shall be governed by and construed in accordance with the laws of the State of West Virginia.

The parties agree that any and all claims asserted by or against City arising under this Agreement, or related thereto, shall be heard and determined either in the United States District Court for the Southern District of West Virginia or in the Circuit Court of Kanawha County, West Virginia.

7.10 Force Majeure

In the event of any condition or event, not existing as of the date of execution of the Agreement, not reasonably foreseeable as of such date, and not reasonably within the control of the parties which prevents in whole or in material part the performance of either party of its obligations hereunder, the obligations of each party to perform under the Agreement shall be suspended until the cause no longer prevents or makes impracticable either party's performance at which time all obligations shall resume. Either party shall have the right to terminate this Agreement upon written notice to the other should the condition or event continue for a period of two (2) days or more. Force Majeure events or conditions shall include, but not be limited to, riots, war, governmental action, strikes or lockouts (other than the parties), epidemics, flood, earthquake and explosion.

7.11 Entire Agreement

This Agreement, including Attachment A and all other exhibits attached hereto and documents incorporated herein by reference, constitutes the entire Agreement between City and Contractor and supersedes all prior or contemporaneous communications, whether electronic, oral or written between City and Contractor.

7.12 Section headings and subheadings

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

7.13 Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force or effect.

7.14 Survival

The insurance and indemnity obligations contained in Sections 3.3 and 3.4 herein shall remain in full force and effect and shall survive the completion or earlier termination of this Agreement.

IN WITNESS WHEREOF, The City of Charleston has caused its name to be signed hereto by its Mayor, Danny Jones, and Contractor has caused this Agreement to be properly executed by its officer thereunto duly authorized.

**THE CITY OF CHARLESTON,
a municipal corporation**

By [Signature]
Its City Manager

CARL WALKER CONSTRUCTION, INC.

By [Signature]
Its PRESIDENT

Mailing Address:

City of Charleston
Attn: City Manager's Office
501 Virginia Street, East
Charleston, WV 25301

Mailing Address:

Carl Walker Construction, Inc.
Attn: Kyle Cavanaugh
935 Vista Park Drive
Pittsburgh, PA 15205 - 1218

**MUNICIPAL COURT
CITY OF CHARLESTON**

**Post Office Box 2749
Charleston, West Virginia 25330
(304) 348-8079**

Anne B. Charnock, Judge

Conrad Lucas, Clerk

TO: Mayor Amy Shuler Goodwin
FROM: Conrad Lucas, Clerk

DATE: Tuesday, April 2, 2019
RE: March 2019 Financial Information, Charleston Municipal Court

TOTAL CITATIONS FILED: 1264
Criminal Violations: 162
Traffic Violations: 1102
Parking: 0
Building Search Warrants 0 Properties

RESTITUTION COLLECTED (paid to victims): \$0.00

Primarily related to shoplifting cases, restitution monies are collected and refunded to the store/victim.

FINANCIAL REPORT ATTACHED

cc: Judge Anne B. Charnock
Miles Cary, City Clerk
Victor Grigoraci, Treasurer
Lieutenant Paul Perdue, Deputy Chief of Police
Tony Harmon, Building Department
David Potters, Office of the City Attorney
Captain Mark Abbott, CPD
Nikki Smith, City Clerk's Office

CHARLESTON MUNICIPAL COURT

Page: 1

Report For March 1, 2019 Thru March 31, 2019 FILEDST

Violations by Filed Date...

CRIMINAL	162	
TRAFFIC	1,102	
Total Filed Violations		1,264

Completed Cases...

Paid Fine...

CRIMINAL	35	
TRAFFIC	492	
Total Paid Fines		527

Before Judge...

CRIMINAL	24	
TRAFFIC	16	
Total Before Judge		40

Total Completed		567
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Other Completed...

DISMISS- OFFICER NOT WITH CITY

CRIMINAL	3	
TRAFFIC	37	
Total		40

DISMISSED OFFICER FAIL TO PROS

CRIMINAL	8	
TRAFFIC	11	
Total		19

DISMISSED (PRESENTED INSURANCE)

CRIMINAL	0	
TRAFFIC	75	
Total		75

DISMISSED (BY JUDGE'S ORDER)_

CRIMINAL	0	
TRAFFIC	5	
Total		5

DISMISSED E-PROOF

CRIMINAL	0	
TRAFFIC	9	
Total		9

DISMISSED (PRESENTED DL)

CRIMINAL	0	
TRAFFIC	18	

CHARLESTON MUNICIPAL COURT
 Report For March 1, 2019 Thru March 31, 2019 Page: 2
 FILEDST

Total		18
DISMISSED STORE CLOSED		
CRIMINAL	14	
TRAFFIC	0	
Total		14
DISMISSED OFF FAIL TO PROV VIN		
CRIMINAL	0	
TRAFFIC	7	
Total		7
DISMISSED (PROSECUTOR'S ORDER)		
CRIMINAL	54	
TRAFFIC	133	
Total		187
DISMISSED PRESENTED RECORDS		
CRIMINAL	0	
TRAFFIC	118	
Total		118
DISMISSED AFTER PT DIVERSION		
CRIMINAL	18	
TRAFFIC	4	
Total		22
DISMISSED VICTIM/WITNESS FTA		
CRIMINAL	3	
TRAFFIC	2	
Total		5
DISMISSED WITHOUT PREJUDICE		
CRIMINAL	32	
TRAFFIC	17	
Total		49
VOIDED DOCKET		
CRIMINAL	3	
TRAFFIC	4	
Total		7
Total Other Completed		575
Grand Total Completed		1,142
Net Difference Filed/Complete		122

Warrants...

Issued...

CRIMINAL	324
TRAFFIC	558

CHARLESTON MUNICIPAL COURT

Report For March 1, 2019 Thru March 31, 2019 Page: 3
FILEDST

Total Violations	882
Total Warrants Issued	882

Cleared...

CRIMINAL	371	
TRAFFIC	442	
Total Violations		813
Total Warrants Cleared		813

Change in Total Warrants	69
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Other Paid Cases...

Paid Fine...

Total Other Paid Fines	209
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CVC CRIME VICTIM'S FUND	\$3,728.46
LAWFND LAW ENFORCE. TRAIN STATE	\$929.00
LAWLOC LAW ENFORCE. TRAIN (LOCAL)	\$1,935.00
ADMIN ADMINISTRATIVE COST	\$923.00
FINE FINE	\$52,529.95
JAILF REGIONAL JAIL CORR.	\$18,242.00
CCF COMMUNITY CORRECTIONS FUND	\$768.00
REST RESTITUTION	\$7,731.98
OP OVER PAYMENT	\$2,894.50
BF BOND FORFEITURE	\$2,296.00
ABF APPEAL BOND FEE	\$2.00

Total Fees/Fines Paid	\$91,979.89
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Monthly Report – Definition Key

Violations by Filed Date:

Violations keyed into the Court software during the month

Completed Cases:

Cases where the fine and court costs were paid in full and the case was closed during the month.

Before Judge:

Number of violations where a case set for trial before the judge; the defendant was found guilty or entered a guilty plea at trial and the defendant paid off all costs/fines in full thereby closing the case.

Other Completed -Dismissed (By Complainant):

The City Attorney moved to dismiss cases because the person who filed the complaint no longer wishes to pursue the charges.

Defendant Deceased:

Cases dismissed because the defendant died.

Dismissed Officer Fail to Pros:

Cases dismissed because the officer failed to appear in Court.

Dismissed (presented insurance):

Cases dismissed because the defendant presented valid proof of insurance for the offense date.

Dismissed (presented DL):

Cases dismissed because the defendant presented a valid driver's license.

Dismissed Mistaken Identity:

Cases dismissed cases on the City Attorney's motion due to mistaken identity.

Dismissed (Prosecutor's Order):

Cases dismissed on the City Attorney's motion or as a result of a plea agreement.

Dismissed Presented Records:

Cases dismissed because the defendant presented records to satisfy a code or Court requirement.

Dismissed After PT Diversion:

Cases dismissed because the defendant entered into a Pre-Trial Diversion agreement with the City and satisfied the requirements of the Pre-Trial Diversion.

Dismissed Victim/Witness FTA:

Cases dismissed because the witness or victim did not appear in Court for trial.

Dismissed without prejudice:

Cases dismissed but the City having the option to re-file the case within one (1) year of the date of the offense.

Dismissed No Drug Results:

Drug results were not received for trial.

Dismissed – Officer Not With City

Officer/Witness is no long employed by the City.

Warrants

The Court issues warrants for Failure to Appear in Court for court sessions. These warrants are printed and copied to the CPD Warrants Division.

Cleared:

The Court clears warrants once the warrant is served by an officer or when a defendant self reports to the Court. The Court also clears warrants if a person is deceased, posts bond and or, in some cases, enters a plea.

Other Paid Cases:

The Court received a partial payment for a case; however, the defendant still has a balance due.

Search Warrant Issued:

A search warrant document was prepared and presented to the court by the City Attorney's office with regard to safety and public health concerns of a structure/property.

This report is not indicative of the case volume in Municipal Court. Rather, this information reflects payment status/coding for cases.

CITY OF CHARLESTON
Office of Finance Director
Payroll Variance Analysis
March, 2019

Department Name	Code	Type	Current Month				Year-to-Date				Annual	
			Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Mayor	409	Regular	25,667	26,199	(532)	-2.07%	230,380	272,905	(42,526)	-18.46%	320,216	47,311
		IPT	-	-	-	-	-	-	-	-	-	-
		Overtime	-	-	-	-	-	-	-	-	-	-
	4	Total	25,667	26,199	(532)	-2.07%	230,380	272,905	(42,526)	-18.46%	320,216	47,311
City Council	410	Regular	13,433	12,250	1,183	8.81%	106,383	90,400	15,983	15.02%	153,400	63,000
		IPT	-	-	-	-	-	-	-	-	-	-
		Overtime	-	-	-	-	-	-	-	-	-	-
	26	Total	13,433	12,250	1,183	8.81%	106,383	90,400	15,983	15.02%	153,400	63,000
City Manager - Admin.	412-00	Regular	47,073	37,357	9,715	20.64%	447,189	411,557	35,633	7.97%	611,943	200,386
		IPT	385	2,560	(2,175)	-565.60%	3,654	7,700	(4,046)	-110.74%	5,000	(2,700)
		Overtime	-	-	-	-	-	-	-	-	-	-
	8	Total	47,457	39,917	7,540	15.89%	450,843	419,257	31,586	7.01%	616,943	197,686
City Manager - Const.	412-50	Regular	42,545	32,913	9,632	22.64%	404,175	403,507	669	0.17%	553,082	149,575
		IPT	3,462	1,344	2,117	61.16%	32,885	15,509	17,375	52.84%	45,000	29,491
		Overtime	4,615	1,209	3,407	73.81%	43,846	42,716	1,130	2.58%	60,000	17,284
	12	Total	50,622	35,466	15,155	29.94%	480,906	461,732	19,174	3.99%	658,082	196,350
City Treasurer	413	Regular	9,478	9,478	(0)	0.00%	90,039	90,039	(0)	0.00%	123,211	33,172
		IPT	692	-	692	100.00%	6,577	637	5,940	90.32%	9,000	8,364
		Overtime	-	-	-	-	-	-	-	-	-	-
	3	Total	10,170	9,478	692	6.81%	96,616	90,675	5,940	6.15%	132,211	41,536
City Collector	414	Regular	52,673	51,803	870	1.65%	500,394	498,529	1,865	0.37%	684,750	186,221
		IPT	-	-	-	-	-	-	-	-	-	-
		Overtime	-	-	-	-100.00%	-	26	(26)	-100.00%	-	(26)
	15	Total	52,673	51,803	870	1.65%	500,394	498,555	1,839	0.37%	684,750	186,195
City Clerk	415	Regular	9,539	9,540	(0)	0.00%	90,623	90,086	538	0.59%	124,011	33,925
		IPT	-	-	-	-	-	-	-	-	-	-
		Overtime	-	-	-	-	-	-	-	-	-	-
	3	Total	9,539	9,540	(0)	0.00%	90,623	90,086	538	0.59%	124,011	33,925
Municipal Court	416	Regular	22,023	21,050	972	4.42%	206,521	210,360	(3,838)	-1.86%	283,600	312,044
		IPT	1,385	1,215	169	12.23%	13,154	11,224	1,930	14.67%	18,000	6,776
		Overtime	2,154	2,195	(41)	-1.91%	20,462	22,812	(2,350)	-11.49%	28,000	5,188
	8	Total	25,561	24,460	1,101	4.31%	240,137	244,396	(4,259)	-1.77%	329,600	324,008

Issued: April 2, 2019

Current Month includes 2 pay periods covering the period of February 17, 2019 through March 16, 2019.
Year-to-Date includes 19 of 26 pay periods covering the period of June 24, 2018 through March 16, 2019

CITY OF CHARLESTON
Office of Finance Director
Payroll Variance Analysis
March, 2019

Department			Type	Current Month				Year-to-Date				Annual	
Name	Code	Wages		Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
City Attorney	417	Regular		29,457	26,669	2,788	9.46%	279,838	287,724	(7,886)	-2.82%	382,936	95,212
		IPT		-	-	-	-	-	-	-	-	-	-
		Overtime		-	-	-	-	-	-	-	-	-	-
		Total		29,457	26,669	2,788	9.46%	279,838	287,724	(7,886)	-2.82%	382,936	95,212
Accounting	418	Regular		22,089	22,089	0	0.00%	209,846	209,845	0	0.00%	287,157	77,312
		IPT		-	-	-	-	-	-	-	-	-	-
		Overtime		-	-	-	-	-	-	-	-	-	-
		Total		22,089	22,089	0	0.00%	209,846	209,845	0	0.00%	287,157	77,312
Engineering - General	420-00	Regular		35,526	35,449	77	0.22%	337,499	336,646	853	0.25%	461,841	125,195
		IPT		269	-	269	100.00%	2,558	-	2,558	100.00%	3,500	3,500
		Overtime		-	-	-	-	-	-	-	-	-	-
		Total		35,795	35,449	346	0.97%	340,057	336,646	3,411	1.00%	465,341	128,695
Engineering - Stormwater	420-01	Regular		16,690	16,690	0	0.00%	158,559	158,559	0	0.00%	216,976	58,417
		IPT		-	-	-	-	-	-	-	-	-	-
		Overtime		-	-	-	-	-	-	-	-	-	-
		Total		16,690	16,690	0	0.00%	158,559	158,559	0	0.00%	216,976	58,417
MOECD	421	Regular		30,329	30,329	0	0.00%	288,122	290,144	(2,023)	-0.70%	394,272	104,128
		IPT		-	-	-	-	-	-	-	-	-	-
		Overtime		-	-	-	-	-	-	-	-	-	-
		Total		30,329	30,329	0	0.00%	288,122	290,144	(2,023)	-0.70%	394,272	104,128
Human Resources	422	Regular		35,723	48,275	(12,552)	-35.14%	339,367	351,919	(12,552)	-3.70%	464,397	112,478
		IPT		-	-	-	-	-	-	-	-	-	-
		Overtime		-	-	-	-	-	-	-	-	-	-
		Total		35,723	48,275	(12,552)	-35.14%	339,367	351,919	(12,552)	-3.70%	464,397	112,478
Mail Room	431	Regular		4,944	2,936	2,009	40.63%	46,968	35,643	11,325	24.11%	64,272	28,629
		IPT		-	-	-	-	-	-	-	-	-	-
		Overtime		-	-	-	-	-	-	-	-	-	-
		Total		4,944	2,936	2,009	40.63%	46,968	35,643	11,325	24.11%	64,272	28,629
Building Commission	436	Regular		48,676	47,927	749	1.54%	462,418	455,917	6,501	1.41%	632,782	176,865
		IPT		-	-	-	-	-	-	-	-	-	-
		Overtime		-	-	-	-	-	20	(20)	-	-	-
		Total		48,676	47,927	749	1.54%	462,418	455,936	6,481	1.40%	632,782	176,865

Issued: April 2, 2019

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Year-to-Date includes 19 of 26 pay periods covering the period of June 24, 2018 through March 16, 2019

CITY OF CHARLESTON
Office of Finance Director
Payroll Variance Analysis
March, 2019

Department Name	Code	Type	Current Month				Year-to-Date				Annual	
			Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Planning	437	Regular	30,353	32,366	(2,013)	-6.63%	288,352	285,720	2,632	0.91%	394,587	108,867
		IPT	923	-	923	100.00%	8,769	-	8,769	100.00%	12,000	12,000
		OverTime	-	-	-	-	-	-	-	-	-	-
		Total	31,276	32,366	(1,090)	-3.49%	297,121	285,720	11,402	3.84%	406,587	120,867
Budget	7	Regular	60,834	54,982	5,852	9.62%	577,920	522,326	55,594	9.62%	790,838	268,512
		IPT	-	-	-	-	-	-	-	-	-	-
		OverTime	-	-	-	-	-	-	-	-	-	-
		Total	60,834	54,982	5,852	9.62%	577,920	522,326	55,594	9.62%	790,838	268,512
Budget	12	Regular	17,825	21,687	(3,862)	-21.67%	169,338	172,975	(3,638)	-2.15%	231,725	58,750
		IPT	-	-	-	-	-	400	(400)	-	-	(400)
		OverTime	1,385	385	999	72.17%	13,154	20,962	(7,808)	-59.36%	18,000	(2,962)
		Total	19,210	22,073	(2,863)	-14.91%	182,491	194,337	(11,846)	-6.49%	249,725	55,388
Actual	6	Regular	11,454	16,656	(5,201)	-45.41%	108,817	120,369	(11,552)	-10.62%	148,908	28,539
		IPT	-	-	-	-	-	-	-	-	-	-
		OverTime	-	-	-	-	-	-	-	-	-	-
		Total	11,454	16,656	(5,201)	-45.41%	108,817	120,369	(11,552)	-10.62%	148,908	28,539
Budget	2	Regular	4,627	4,588	39	0.85%	43,957	44,156	(199)	-0.45%	60,152	15,996
		IPT	-	-	-	-	-	-	-	-	-	-
		OverTime	923	277	647	70.04%	8,769	9,650	(880)	-10.04%	12,000	2,350
		Total	5,550	4,864	686	12.36%	52,726	53,806	(1,079)	-2.05%	72,152	18,346
Actual	2	Regular	8,000	8,000	-	0.00%	76,000	76,000	-	0.00%	104,000	28,000
		IPT	-	-	-	-	-	-	-	-	-	-
		OverTime	-	-	-	-	-	-	-	-	-	-
		Total	8,000	8,000	-	0.00%	76,000	76,000	-	0.00%	104,000	28,000
Budget	1	Regular	68,158	64,504	3,654	5.36%	647,497	626,599	20,897	3.23%	886,048	259,449
		IPT	-	-	-	-	-	-	-	-	-	-
		OverTime	2,308	851	1,457	63.15%	21,923	6,598	15,325	69.90%	30,000	23,402
		Total	70,465	65,354	5,111	7.25%	669,420	633,198	36,222	5.41%	916,048	282,850
Actual	26	Regular	4,728	4,728	-	0.00%	44,916	45,156	(240)	-0.53%	61,464	16,308
		IPT	-	-	-	-	-	-	-	-	-	-
		OverTime	385	86	299	77.77%	3,654	273	3,381	92.53%	5,000	4,727
		Total	5,113	4,814	299	5.85%	48,570	45,428	3,141	6.47%	66,464	21,036
Budget	2	Regular	4,728	4,728	-	0.00%	44,916	45,156	(240)	-0.53%	61,464	16,308
		IPT	-	-	-	-	-	-	-	-	-	-
		OverTime	385	86	299	77.77%	3,654	273	3,381	92.53%	5,000	4,727
		Total	5,113	4,814	299	5.85%	48,570	45,428	3,141	6.47%	66,464	21,036
Actual	2	Regular	4,728	4,728	-	0.00%	44,916	45,156	(240)	-0.53%	61,464	16,308
		IPT	-	-	-	-	-	-	-	-	-	-
		OverTime	385	86	299	77.77%	3,654	273	3,381	92.53%	5,000	4,727
		Total	5,113	4,814	299	5.85%	48,570	45,428	3,141	6.47%	66,464	21,036

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CITY OF CHARLESTON
Office of Finance Director
Payroll Variance Analysis
March, 2019

Department	Name	Code	Type	Current Month				Year-to-Date				Annual	
				Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Police - Uniform	700-00	Regular	Wages	615,660	608,040	7,620	1.24%	5,848,769	5,839,442	9,327	0.16%	8,003,578	2,164,136
			Overtime	147,043	170,099	(23,057)	-15.68%	1,429,245	1,565,778	(136,534)	-9.55%	1,911,554	345,776
			Reimb.	(1,923)	(4,288)	2,365	122.98%	(18,269)	(23,552)	5,283	28.92%	(25,000)	(25,000)
	Budget	173	Total	760,779	773,852	(13,072)	-1.72%	7,259,744	7,381,668	(121,924)	-1.68%	9,890,132	2,484,912
Police - Civilian	700-01	Regular	Wages	62,684	59,463	3,221	5.14%	595,499	609,882	(14,383)	-2.42%	814,893	205,011
			Overtime	3,846	4,956	(1,110)	-28.86%	36,538	30,077	6,462	17.68%	50,000	19,923
			Reimb.	8,615	5,032	3,584	41.60%	81,846	60,937	20,909	25.55%	112,000	51,063
	Budget	24	Total	75,146	69,450	5,695	7.58%	713,883	700,896	12,987	1.82%	976,893	275,997
Fire - Uniform	706-00	Regular	Wages	639,857	617,032	22,825	3.57%	6,129,300	6,056,869	72,432	1.18%	8,318,138	2,261,269
			Overtime	75,177	65,232	9,945	13.23%	714,182	571,804	142,378	19.94%	977,302	405,498
			Reimb.	(923)	(7,406)	6,483	702.32%	(8,769)	(23,694)	14,924	170.19%	(12,000)	11,694
	Budget	169	Total	714,111	674,858	39,253	5.50%	6,834,713	6,604,979	229,734	3.36%	9,283,440	2,678,461
Fire - Civilian	706-01	Regular	Wages	6,566	6,566	0	0.00%	62,376	62,375	0	0.00%	85,356	22,981
			Overtime	-	-	-	-	-	-	-	-	-	-
			Total	6,566	6,566	0	0.00%	62,376	62,375	0	0.00%	85,356	22,981
TPT	712	Regular	Wages	38,494	33,928	4,566	11.86%	365,689	349,813	15,876	4.34%	500,416	150,603
			Overtime	-	-	-	-	-	-	-	-	-	-
			Total	38,494	33,928	4,566	11.86%	365,689	349,813	15,876	4.34%	500,416	150,603
Emergency Services	716	Regular	Wages	12,198	11,023	1,175	9.63%	115,883	110,008	5,875	5.07%	158,577	48,569
			Overtime	-	-	-	-	-	-	-	-	-	-
			Total	12,198	11,023	1,175	9.63%	115,883	110,008	5,875	5.07%	158,577	48,569
Street	750	Regular	Wages	185,068	173,469	11,599	6.27%	1,758,145	1,671,749	86,396	4.91%	2,405,882	734,133
			Overtime	-	-	-	-	-	-	-	-	-	-
			Total	185,068	173,469	11,599	6.27%	1,758,145	1,671,749	86,396	4.91%	2,405,882	734,133
Equipment Maintenance	754	Regular	Wages	64,354	61,347	3,007	4.67%	611,364	615,611	(4,248)	-0.69%	836,603	220,992
			Overtime	-	-	-	-	-	-	-	-	-	-
			Total	64,354	61,347	3,007	4.67%	611,364	615,611	(4,248)	-0.69%	836,603	220,992
Budget	22	Overtime	Wages	5,000	3,625	1,375	27.49%	47,500	51,556	(4,056)	-8.54%	65,000	13,444
			Overtime	-	-	-	-	-	-	-	-	-	-
			Total	5,000	3,625	1,375	27.49%	47,500	51,556	(4,056)	-8.54%	65,000	13,444
Actual	21	Total	Wages	69,354	64,973	4,381	6.32%	658,864	667,167	(8,303)	-1.26%	901,603	234,436
			Overtime	-	-	-	-	-	-	-	-	-	-
			Total	69,354	64,973	4,381	6.32%	658,864	667,167	(8,303)	-1.26%	901,603	234,436

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CITY OF CHARLESTON
Office of Finance Director
Payroll Variance Analysis
March, 2019

Department	Code	Type	Current Month				Year-to-Date				Annual	
			Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Refuse & Recycling	800	Regular	158,777	148,523	10,255	6.46%	1,508,386	1,361,719	146,667	9.72%	2,064,107	702,388
		IPT	-	-	-	-	-	-	-	-100.00%	-	-
Budget	67	Overtime	21,538	15,804	5,734	26.62%	204,615	196,873	7,743	3.78%	280,000	83,127
Actual	65	Total	180,316	164,327	15,989	8.87%	1,713,001	1,558,592	154,410	9.01%	2,344,107	785,516
Parks & Recreation	900	Regular	96,139	84,996	11,143	11.59%	913,318	860,002	53,316	5.84%	1,249,804	389,802
		IPT	11,200	5,197	6,003	53.60%	184,800	185,334	(534)	-0.29%	280,000	94,666
Budget	33	Overtime	4,923	144	4,779	97.08%	46,769	33,216	13,553	28.98%	64,000	30,784
Actual	29	Total	112,262	90,337	21,925	19.53%	1,144,888	1,078,552	66,336	5.79%	1,593,804	515,252
Public Arts	906	Regular	4,154	3,846	308	7.41%	39,462	36,539	2,923	7.41%	54,000	17,461
		IPT	-	-	-	-	-	-	-	-	-	-
Budget	1	Overtime	-	-	-	-	-	-	-	-	-	-
Actual	1	Total	4,154	3,846	308	7.41%	39,462	36,539	2,923	7.41%	54,000	17,461
Municipal Auditorium	910	Regular	7,438	7,442	(4)	-0.05%	70,662	70,972	(310)	-0.44%	96,695	25,723
		IPT	-	-	-	-	-	-	-	-	-	-
Budget	3	Overtime	385	870	(486)	-126.32%	3,654	3,874	(220)	-6.02%	5,000	1,126
Actual	3	Total	7,823	8,312	(490)	-6.26%	74,316	74,845	(530)	-0.71%	101,695	26,850
Spring Hill Cemetery	952	Regular	25,346	28,239	(2,894)	-11.42%	240,783	240,600	183	0.08%	329,492	88,892
		IPT	-	-	-	0.00%	32,938	25,999	6,939	21.07%	62,000	36,001
Budget	8	Overtime	923	378	545	59.08%	8,769	3,031	5,738	65.44%	12,000	8,969
Actual	7	Total	26,269	28,617	(2,348)	-8.94%	282,489	269,630	12,860	4.55%	403,492	133,862
General Fund		Regular	2,568,577	2,482,379	86,197	3.36%	24,414,752	23,972,661	442,091	1.81%	33,354,109	9,381,448
		IPT	22,162	15,273	6,889	31.08%	321,872	276,880	44,992	13.98%	484,500	207,620
		Overtime	311,989	284,265	27,724	8.89%	2,897,234	2,844,626	52,608	1.82%	3,893,856	1,049,230
Budget	781	Reimb.	(2,846)	(11,694)	8,848	310.87%	(27,038)	(47,246)	20,207	74.73%	(37,000)	10,246
Actual	748	Total	2,899,881	2,770,223	129,658	4.47%	27,606,819	27,046,921	559,898	2.03%	37,695,465	10,648,544

CITY OF CHARLESTON
Office of Finance Director
Payroll Variance Analysis
March, 2019

Department			Type	Current Month					Year-to-Date					Annual	
Name	Code	Wages		Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available		
Civic Center		Regular	82,745	81,761	983	1.19%	877,132	762,462	114,670	13.07%	1,075,680	313,218			
		IPT	16,538	56,613	(40,074)	-242.31%	235,385	206,853	28,532	12.12%	215,000	8,147			
		Overtime	3,835	7,776	(3,941)	-102.77%	39,505	53,283	(13,779)	-34.88%	49,853	(3,430)			
	Budget	28													
	Actual	25	Total	103,118	146,150	(43,032)	-41.73%	1,152,021	1,022,598	129,423	11.23%	1,340,533	317,935		
Parking System		Regular	55,914	44,946	10,968	19.62%	483,728	408,424	75,304	15.57%	726,878	318,454			
		IPT	3,923	1,492	2,431	61.98%	39,231	28,726	10,505	26.78%	51,000	22,274			
		Overtime	2,017	627	1,390	68.92%	14,666	12,336	2,330	15.89%	26,221	13,885			
	Budget	18													
	Actual	18	Total	61,854	47,064	14,790	23.91%	537,625	449,486	88,139	16.39%	804,099	354,613		
Total		Regular	2,707,235	2,609,086	98,148	3.63%	25,775,612	25,143,547	632,065	2.45%	35,156,667	10,013,120			
		IPT	42,623	73,378	(30,755)	-72.15%	596,488	512,458	84,030	14.09%	750,500	238,042			
		Overtime	317,841	292,668	25,173	7.92%	2,951,405	2,910,245	41,159	1.39%	3,969,930	1,059,685			
		Reimb.	(2,846)	(11,694)	8,848	-310.87%	(27,038)	(47,246)	20,207	-74.73%	(37,000)	10,246			
	Budget	827													
	Actual	791	Total	3,064,853	2,963,438	101,415	3.31%	29,296,465	28,519,004	777,461	2.65%	39,840,097	11,321,093		

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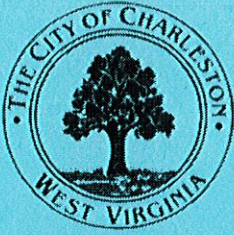
Year-to-Date includes 19 of 26 pay periods covering the period of June 24, 2018 through March 16, 2019

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Vacancy Report:

City Manager - Admin.	1
City Manager - Construction	2
Legal	1
Human Resources	(1)
Mailroom	1
Building Maintenance	1
Strategy Management	(1)
Public Grounds	1
Police - Uniform	6
Police - Civilian	1
Fire - Uniform	9
TPPT	1
Street	3
Equipment Maintenance	1
Refuse & Recycling	2
Parks & Recreation	4
Cemetery	1
TOTAL GENERAL FUND	33

Civic Center 3
TOTAL CITY 36
As of March 31, 2019



City of Charleston West Virginia

Miles C. Cary II, City Clerk

City Treasurer's Report To City Council

Month Ended

March 2019

Please Note:

1. Here is the March 2019 Page 1
"All Funds Collections & Withdrawals"
that shows the total of each fund balance.
2. A full copy of the March 2019 Report has
been emailed to you.
3. The Report is searchable.
4. If you would like a paper copy of the full
report, or if you need assistance in any
way, please contact my office
at 304-348-8029.

Respectfully submitted,

Victor Grigoraci, CPA – City Treasurer

<u>Fund / Description</u>	<u>Balance March 2018</u>	<u>Balance February 2019</u>	<u>Collections March 2019</u>	<u>Withdrawals March 2019</u>	<u>Balance March 31, 2019</u>
001 General Fund	4,713,028.00	6,283,149.32	6,680,674.80	7,748,276.19	5,215,547.93
002 Coal Severance Tax	80.81	8.21	0.00	0.00	8.21
003 Municipal Stabilization	4,176,978.02	4,252,524.87	8,487.57	0.00	4,261,012.44
009 Community Development	11,721.72	93,669.16	87,182.69	174,648.51	6,203.34
010 Supportive Housing	0.00	0.00	15,110.92	15,110.92	0.00
016 Charleston Land Trust	44,795.55	45,883.77	91.43	761.42	45,213.78
017 Project West Invest	30,939.07	512.27	1.02	0.00	513.29
026 Uniform Pension Reserve Fund	11,146,164.41	15,913,738.59	132.39	273,215.00	15,640,655.98
035 Municipal Beautification	31,331.03	31,897.69	63.66	0.00	31,961.35
036 Special Demolition	6,902.57	15,296.18	30.53	0.00	15,326.71
037 Sister Cities	21,543.84	27,006.58	53.90	0.00	27,060.48
038 Solid Waste	349,215.51	698,273.13	396,979.81	72,752.74	1,022,500.20
039 Waste Disposal	0.00	35,587.20	0.00	35,587.20	0.00
040 Landfill Closure	3,149,701.79	3,275,764.51	9,062.21	0.00	3,284,826.72
041 Police Contributions	9,598.23	9,646.92	520.09	0.00	10,167.01
042 Police Evidence	29,445.85	52,919.54	105.62	0.00	53,025.16
043 Forfeited Funds	402,437.16	278,122.40	566.48	14,172.65	264,516.23
044 Municipal Court	194,524.21	205,581.89	89,378.89	53,392.03	241,568.75
045 Homeland Security	0.00	0.00	9,187.86	4,223.86	4,964.00
047 Health Insurance Reserves	6,000,947.09	6,109,483.12	12,193.86	0.00	6,121,676.98
048 Wayfinding Commission	52,465.76	73,771.97	145.80	720.00	73,197.77
049 Live On The Levee	54,774.31	37,279.17	24,587.69	509.69	61,357.17
080 Human Rights	176,793.29	176,793.29	0.00	0.00	176,793.29
081 Home Program	9,694.35	32,038.55	46,164.15	66,180.59	12,022.11
085 Firefighters Assistance Grant	77.08	77.08	0.00	0.00	77.08
088 SBA Riverfront Project Donation Account	9.18	9.18	0.00	0.00	9.18
088 SBA Riverfront Project Grant Account	10,167.71	10,167.71	0.00	0.00	10,167.71
090 Byrne Justice 16-17	0.00	0.00	996.13	996.13	0.00
095 Police Grants	110,496.75	121,890.57	28,933.98	594.78	150,229.77
096 Historic Preservation	2,601.00	2,601.00	5,000.00	5,000.00	2,601.00
099 Public Arts Grant	48,160.00	152,855.10	5,000.00	12,290.76	145,564.34
100 Sinking Fund	3,972,621.60	4,041,046.66	8,065.89	1,688.50	4,047,424.05
200 Infrastructure	147,548.66	150,217.31	299.82	0.00	150,517.13
207 South Side Recreation	9,890.68	0.00	0.00	0.00	0.00
214 Civic Center Capital Improvement	281,214.27	340,781.11	680.16	0.00	341,461.27
215 Municipal Auditorium Capital Improvement	126,039.94	152,105.14	453.75	0.00	152,558.89
216 Civic Center Capital Project Fund	0.00	45,301.82	31,088.60	76,078.42	312.00
218 Soccer Fields	3,080.92	0.00	0.00	0.00	0.00
220 General Maintenance	1,468,159.59	1,793,334.02	3,571.57	7,823.55	1,789,082.04
221 City Service Fee Capital Project	3,104,996.34	2,545,825.97	5,079.27	9,928.35	2,540,976.89
222 Facilities Maintenance	4,137,198.29	2,343,020.47	4,659.49	15,823.66	2,331,856.30
255 Ballpark Maintenance	85,836.33	73,015.43	145.73	0.00	73,161.16
402 Civic Center Revenue	69,846.83	434,698.09	3,590,384.99	3,700,483.78	324,599.30
406 Parking System Revenue	3,757,818.46	4,669,864.73	268,722.45	165,120.66	4,773,466.52
426 Parking Operation and Maintenance	1,696,889.92	1,119,673.10	2,227.73	10,888.00	1,111,012.83
427 Civic Center TIF Project	1,344,138.99	94,078.94	45,010.61	47,446.05	91,643.50
900 M - DENT	543,739.90	614,768.91	1,241.79	20,145.43	595,865.27
901 Pending Forfeiture	2,143,887.20	2,177,172.05	133,394.21	11,316.63	2,299,249.63
Working Cash Advance Fund	37,635.00	37,460.00	0.00	0.00	37,460.00
Total All Funds	53,715,137.31	58,568,912.72	11,515,677.54	12,545,175.50	57,539,414.76

1 **Bill No. 7814:**

2
3 **Introduced in Council:**

4
5 **April 15, 2019**

6
7 **Introduced by:**

8
9 **Mary Beth Hoover**

Adopted by Council:

Referred to:

**Planning, Streets and
Traffic Committee**

10
11
12
13 **Bill No. 7814** - A Bill closing, abandoning and discontinuing as a public street a portion
14 of the Jefferson Street located at the end of Jefferson Street at the State Capitol
15 Complex, and transferring ownership to the State of West Virginia Department of
16 Administration.

17
18 **Now, therefore, be it ordained by the Council of the City of Charleston:**

19
20 1. **BEING** a portion of Jefferson Street, a 60-foot (+-) wide public right of way, as
21 shown on a map entitled "Higginbotham Hill Addition to the City of Charleston" of record
22 in the office of the Clerk of the County Commission of Kanawha County, West Virginia
23 in Map Book 2 at Page 180 in the City of Charleston and as shown on Tax Map 28 in
24 Tax District 11, Kanawha County, West Virginia and more particularly described as
25 follows:

26
27 BEGINNING (**P.O.B.**) at a ¾-inch metal pipe found marking a southeasterly corner of
28 The West Virginia Department of Administration (Deed Book 2654 at Page 291, Tax
29 Parcel 97 of Tax Map 28 in Tax District 11) at the intersection of the northerly line of
30 Washington Street East and the westerly line of Jefferson Street and from which a ¾-
31 inch metal pipe found in said northerly line of Washington Street East bears N 69° 22'
32 05" W a distance of 143.96 feet; Thence leaving said line of Washington Street East
33 and with the westerly line of said Jefferson street,

34
35 **N 20° 48' 16" E** passing a 5/8-inch rebar found at 165.30 feet, from which a ¾-inch
36 metal pipe found bears N 69° 15' 11" W a distance of 144.09 feet, a 5/8 -inch rebar
37 found at 280.10 feet, a ¾-inch metal rod found at 320.15 feet, a 5/8-inch (diameter) x
38 30-inch (long) rebar with a yellow cap stamped "Chapman Tech Group" found at 360.15
39 feet and continuing 26.60 feet, in all **a distance of 386.70 feet** to a 5/8-inch (diameter)
40 x 30-inch (long) rebar with a yellow cap stamped "Chapman Tech Group" found in the
41 southerly right of way line of a rail road (a 66' right of way) at its intersection with the
42 westerly line of Jefferson Street and marking a northeasterly corner of The State
43 Building Commission of West Virginia (Deed Book 2305 at Page 24, Tax Parcel 85 of
44 Tax Map 28 in Tax District 11) ; Thence with said rail road along a curve to the left
45 having a radius of 5,673.80 feet and an arc length of 61.53 feet and a chord bearing
46 and distance of,

47

48 **S 55° 44' 27" E a distance of 61.52 feet** to a 5/8-inch (diameter) x 30-inch (long) rebar
49 with a yellow cap stamped "Chapman Tech Group" found in said line of railroad at its
50 intersection with the easterly right of way line of said Jefferson Street and marking a
51 northwesterly corner of The State Building Commission of West Virginia (Deed Book
52 2252 at Page 211, Tax Parcel 102 of Tax Map 28 in Tax District 11); Thence leaving
53 said railroad and with said line of Jefferson Street,

54

55 **S 20° 48' 16" W** passing a 5/8-inch (diameter) x 30-inch (long) rebar with a yellow cap
56 stamped "Chapman Tech Group" found at 82.83 feet, a 5/8-inch (diameter) x 30-inch
57 (long) rebar with a yellow cap stamped "Chapman Tech Group" found at 122.83 feet, a
58 rebar found at 196.83, from which a 3/4-inch metal pipe found bears S 68° 57' 59" E a
59 distance of 161.52 feet, and continuing 175.38 feet, in all **a distance of 372.21 feet** to
60 a 5/8-inch (diameter) x 30-inch (long) rebar with a yellow cap stamped "Chapman Tech
61 Group" set in the aforesaid northerly line of Washington Street East at its intersection
62 with aforesaid easterly line of Jefferson Street and marking the southwesterly corner of
63 The State Building Commission of West Virginia (Deed Book 1894 at Page 274, Tax
64 Parcel 98 of Tax Map 28 in Tax District 11); Thence with said northerly line of
65 Washington Street East,

66

67 **N 69° 22' 05" W a distance of 59.83 feet** to the POINT OF BEGINNING (P.O.B.)
68 containing 0.521 acres or 22,701.6 square feet.

69

70 Reference is made to a plat entitled "PLAT OF SURVEY SHOWING A PORTION OF
71 JEFFERSON STREET PROPOSED FOR CLOSURE AT THE STATE CAPITOL
72 COMPLEX, CITY OF CHARLESTON, KANAWHA COUNTY, WEST VIRGINIA." by
73 Chapman Technical Group dated April 2, 2019, as surveyed by Jason E. Brown, WV
74 Professional Surveyor No. 2188, attached hereto and made a part hereof as
75 Attachment A.

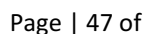
76

77 2. The Mayor of the City of Charleston be, and is hereby authorized and directed to
78 execute, acknowledge and deliver a proper deed conveying to the State Of West
79 Virginia, Department Of Administration, and its successors and assigns, all rights, title
80 and interest in and to said real property as described in Section 1 above, for mutual
81 consideration, as authorized by West Virginia Code § 1-5-3.

82

83 3. All prior ordinances, or parts of ordinances, inconsistent with this ordinance are
84 hereby repealed to the extent of such inconsistency.

WVSPCS NAD 83
WV SOUTH ZONE
DECEMBER 2018



Bill No. 7815:

Introduced in Council:

April 15, 2019

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

**Parking Facilities
Committee**

Bill No. 7815 - A BILL to amend and reenact Chapter 114, Article VII, Sections 114-565, 114-575, 114-576, 114-578, 114-602, 114-622, and 114-628 of the Code of the City of Charleston, as amended, relating to providing a specific exemption for parking building no. 2; updating terminology and certain requirements regarding parking and traffic; and clarifying the authority of the director of parking and director of traffic.

Now, therefore, be it ordained by the Council of the City of Charleston:

That Chapter 114, Article VII, Sections 114-565, 114-575, 114-576, 114-578, 114-602, 114-622, and 114-628 of the Code of the City of Charleston, as amended, is hereby amended and reenacted to read as follows:

Chapter 114 – Traffic Ordinance

Article VII. STOPPING, STANDING AND PARKING

Sec. 114-565. - No parking at entrances to certain buildings.

The chief of police, with the approval of the city council planning/streets and traffic committee, may establish no parking areas appropriately marked at the principal street entrances to all schools, hospitals, post offices, churches, theaters, hotels, libraries, passenger transportation depots, government-owned and -occupied buildings, and eleemosynary institutions, with such conditions as may be considered proper by the chief of police approved by the city council planning/streets and traffic committee.

Sec. 114-575. – Procedure for establishment of loading zones; conditions governing; loading zone record.

(a) The director of ~~the traffic, parking and transportation department~~ shall have authority, in the manner provided in this section, to establish and lay off loading zones upon the streets of the city.

(b) Loading zones may be established by the director of ~~the traffic, parking and transportation department~~ upon approval by the city council planning/streets and traffic committee. Such zones shall be for the sole purpose of providing on-street facilities for the loading and unloading of commodities and equipment in the conduct of business and where no adequate off-street loading facilities are available.

(c) The director of ~~the traffic, parking, and transportation department~~, with the approval of the city council planning/streets and traffic committee, may, with respect to the establishment of any such loading zone, prescribe limitations as to curb space and the time of day within which such loading zone may be used, which shall be designated by appropriate signs.

(d) Any citizen may apply for the establishment of a loading zone. Such application shall be submitted in writing to the director of ~~the traffic, parking, and transportation department~~ on a form to be prescribed by him or her and approved by the city council planning/streets and traffic committee.

(e) All loading zones established under this section may be abolished by the director of the traffic, parking, and transportation department by and with the approval of the city council planning/streets and traffic committee.

(f) Any applicant for the establishment of a loading zone whose application has been denied by the abolition of any such loading zone may appeal such action to the city council, whose action on such appeal shall be final.

(g) The ~~traffic, parking and transportation~~ department shall keep an accurate record of all loading zones established under this section, ~~showing the date when such loading zone was established~~, its location, and the special limitations, if any, attached to the zone.

Sec. 114-576. – Permitted uses of loading zones.

No person shall stop, stand or park any vehicle for any purpose or any length of time in any space designated as a loading zone by the Director of the ~~Traffic, Parking and Transportation Department~~ under and pursuant to the provisions of section 114-575, except while such vehicle is being used in the business of loading or unloading as provided in section 114-575 and has a loading zone permit. In no case shall a lawful stop within a loading zone exceed one-half hour, except where special permission from the Director of the ~~Traffic, Parking and Transportation Department~~ has been obtained for such extension. Any vehicle stopping, standing or parking in a loading zone established by the Director of the ~~Traffic, Parking and Transportation Department~~ pursuant to section 114-575, for any purpose other than loading or unloading as provided in section 114-575 of this Code may be impounded by the police department pursuant to the provisions of section 114-552.

Sec. 114-578. – Residential permit parking.

(a) *Residential permit parking area designation:* A residential permit parking area may only be established in areas of the city zoned R-O, R-2, R-4, R-6, and R-8. A residential permit parking area may be established by filing a petition with the ~~city traffic engineering~~ department upon a form to be prescribed by the ~~traffic engineering~~ department and approved by the city council planning/streets and traffic committee. The cost of the permits must be stated on the form.

(1) The petition must contain the boundaries of the area sought for residential permit parking, the number of residential units in the area, the address of each residential unit in the area, the license numbers for all vehicles owned by the residents

82 of each residential unit in the proposed area, and the reason that the residential permit
83 parking area is requested. The petition must be signed by at least one resident of a
84 minimum of 67 percent of the residential units in the proposed area. The petition must
85 set forth the hours during which the applicant is seeking restricted residential permit
86 parking.

87 (2) Residential permit parking may be sought for day time hours (8:00 a.m. to
88 6:00 p.m.), night time hours (6:00 p.m. to 8:00 a.m.), or on a 24-hour basis. A
89 nonrefundable filing fee of \$100.00 must accompany the petition. Upon filing, a copy of
90 the petition shall be promptly provided to the ward councilperson.

91 (3) Upon receipt of the petition and the filing fee, the City of Charleston Traffic
92 Engineering Department shall verify the names, addresses, and vehicle information on
93 the petition. The traffic engineering department shall then cause appropriate traffic
94 surveys to be conducted in the area sought for residential permit parking. If the traffic
95 engineering surveys find that on average 80 percent of the available on street parking
96 spaces are occupied and more than 50 percent of the vehicles parked in the area
97 belong to nonresidents, then the area is eligible for designation as a residential permit
98 parking area, and the petition and the results of the survey shall be transmitted to the
99 ward councilperson. The ward councilperson shall submit a bill to designate the area as
100 a residential permit parking area to city council for consideration. The bill shall be
101 referred to council's committee on planning/streets and traffic which will report to
102 council its recommendation. City council shall make its decision on whether to
103 designate area based upon the recommendation from its committee on planning/streets
104 and traffic, the recommendation from traffic engineering, input from members of the
105 public and any other material information.

106 (b) *Authorized permits*: If a residential permit parking area is established by city
107 council, each residential unit in the residential permit parking area may obtain a
108 maximum of two permits for specific vehicles owned by the residents. One visitor permit
109 per residential unit may also be obtained. Owners of nonresidential buildings within the
110 designated areas may purchase one visitor permit to be used by the owner or his or her
111 designee. Exception: A resident experiencing a health condition or disability which
112 substantially impairs the resident and results in a need for special in-home medical care
113 and attention, including, but not limited to, assistance by family members or other
114 caregivers, may request up to three additional visitor permits. The request shall be
115 made by the resident to the ~~Traffic Commander of the Charleston Police Department~~
116 director of parking. Additional permits shall not be issued unless the resident is able to
117 provide credible evidence satisfactory to the city of the qualifying health condition or
118 disability and the necessity of special in-home medical care, attention and assistance;
119 said evidence shall, at a minimum, consist of a signed statement from a physician
120 verifying the health condition or disability and the necessity of the special in-home
121 medical care, attention and assistance. The issuance of additional permits shall be at
122 the discretion of the ~~Traffic Commander of the Charleston Police Department~~ director of
123 parking, in consultation with the director of traffic, based on the circumstances and
124 evidence provided by the resident. Any additional permits issued pursuant to this
125 exception shall be valid for the period of time approved by the ~~traffic commander~~
126 director of parking not to exceed a year. Additional permits shall cost \$25.00 per year. A
127 resident may apply hereunder each year.

(1) Each permit will be valid for one year. The cost for each residential parking permit and visitor permit is \$25.00 per permit annually.

(2) The permits shall be issued and used in accordance with the residential permit parking policy established by council.

Notwithstanding the foregoing provisions, the ~~Traffic Commander of the Charleston Police Department~~ director of parking, in consultation with the director of traffic, shall have discretion to issue a temporary permit, at no cost and not to exceed one calendar year unless thereafter renewed, to a licensed health care provider, including, but not limited to, a hospital, Hospice, doctor, nurse, or physical therapist, upon request by the provider and upon sufficient proof satisfactory to the city that the certified health care provider is administering necessary in-home medical care, attention or assistance to a person who resides in a residential permit parking area.

(c) *Violations*: Any vehicle parking in a residential permit parking area in violation of the terms of this ordinance shall be subject to a fine of \$75.00 and/or shall be impounded in accordance with the provisions of section 31-209 114-121 through 114-131 and any associated rules or regulations. Vehicles of persons making deliveries or providing service, including but not limited to, home maintenance or repair, utility installation or repair, medical treatment or care, yard maintenance, or other similar services, to residential units within the permit area may be parked without a permit for the duration of the delivery or the provision of service.

~~(1) Any residential permit parking area in the City of Charleston established prior to the adoption of this ordinance shall be subject to the provisions of subparagraphs (b) and (c).~~

(d) *Decertification procedure*: A residential parking area may be decertified if at least one resident of a minimum of 67 percent of the residential units in the designated area sign and file a petition with the city traffic ~~engineering~~ department requesting elimination of the residential permit parking area designation. Such an application for decertification must be accompanied by a nonrefundable filing fee of \$100.00. Upon receipt of the petition and the filing fee, the city traffic engineering department shall verify the names and addresses on the petition. Once the names and addresses are verified as area residential unit owners, a copy of the petition shall be promptly provided to the ward councilperson. The ward councilperson shall submit a bill to decertify the area as a residential permit parking area to city council for consideration. The bill shall be referred to council's committee on planning/streets and traffic which will report to council its recommendation. City council shall make its decision on whether to decertify the area based upon the recommendation from its committee on planning/streets and traffic, the recommendation from the traffic engineering department, input from members of the public and any other material information.

Sec. 114-602. - Management of and regulations governing city-owned lots and buildings.

(a) Unless otherwise provided herein, all parking lots and parking buildings owned or operated by the city shall be operated under the control and management of the parking facilities committee, who are hereby authorized to promulgate rules and regulations governing such usage not inconsistent herewith. There shall be a Director of

174 ~~Traffic, Parking, and Transportation~~, who shall be the department head with the
175 responsibility and authority to carry out the efficient administration of the provisions of
176 this section and the any associated rules and regulations, promulgated by the parking
177 facilities committee, including but not limited to the authority and discretion to enter into
178 and suspend agreements to lease parking spaces on a month to month basis, set days
179 and hours of operation, collect and adjust parking fees and fines, and to make
180 provisions for special events or open rent-free parking when deemed in the best interest
181 of the city.

182 (b) Motor vehicles shall be parked, placed, handled and driven into, from, in and
183 on such parking lots and such parking buildings in accordance with the applicable laws
184 and ordinances of the city relative to traffic upon the streets in the city, and in
185 accordance with the any rules and regulations respecting usage of such parking lots
186 and parking buildings which are adopted and promulgated by the parking facilities
187 committee and ~~in accordance with~~ the directions, instructions and order of the Director
188 of ~~Traffic, Parking and Transportation~~ or official city attendants at any such lot or
189 building.

190 (c) It shall be unlawful for any person or vehicle to block any driveway or
191 passageway in or upon such parking lots or parking buildings, or for persons to leave or
192 park cars therein contrary to the applicable ordinances, rules and regulations and
193 instructions of attendants, as aforesaid, or without paying the required rental fees.

194 (d) No fees or charges shall be required for metered or unmetered spaces in
195 such lots or buildings at times other than those expressly posted at the site, or when
196 provisions have been made for event parking, or as expressly provided herein.

197 (1) Specific unmetered spaces may be reserved from 7:00 a.m. through 5:00
198 p.m., Monday through Friday, by paid-up lease on a month to month basis according to
199 the rates identified in this section; provided, nothing herein shall preclude the Director
200 for good cause from designating spaces as assigned or reserved at other times.

201 (2) All fees for monthly rentals shall be paid in advance prior to the first day of
202 the month; provided, the rental fee for the initial month of any newly activated account
203 may be prorated based upon the date of activation.

204 (3) An administration fee of \$15.00 per space shall be charged to any account
205 that is delinquent past the tenth day of the month. The director of parking shall provide
206 notice of the assessment of the administrative fee with the further statement that if the
207 account is delinquent past the twentieth day of the month, then the account will be
208 considered closed and the vehicle associated with the account will be treated as a
209 typical vehicle without a monthly account.

210 (4) An administration fee of \$10.00 per space shall apply for the activation of any
211 monthly rental agreement, or the replacement of an electronic entry key or any placard
212 or decal provided to identify license or assignment of a reserved space. ~~or in addition to~~
213 ~~any accrued late charges to reactivate an account that has remained delinquent past~~
214 ~~the last day of the month.~~

215 (5) Nothing herein shall preclude the immediate revocation and/or reassignment
216 of parking privileges in the event of nonpayment or a violation of the rules.

217 (6) Unless otherwise provided herein, Event Parking at any city-operated lot or
218 building shall be at the minimum rate of \$3.00 per vehicle.

219 (e) *City Off-Street Lots*. The daily rental fee for each separate usage of any
220 single parking space on any city owned or operated parking lot not specifically set forth
221 below shall be at the rate of \$3.00 per day. The monthly rental fee for reserved usage
222 of any unmetered space in a city owned or operated lot not otherwise expressly set
223 forth below shall be \$50.00 per month. The rental fee for each separate usage of a
224 single metered parking space in a city owned or operated off-street parking lot, not
225 otherwise expressly set forth below, shall be at the rate of \$0.25 per hour.

226 (1) *Municipal Auditorium*. The rental fee for each separate usage of any single
227 metered parking space in the city-owned lot behind the municipal auditorium shall be
228 \$0.50 per hour and the rental fee for the reserved usage of any unmetered space shall
229 be \$40.00 per month.

230 (2) *Summers Street Alley*. The rental fee for the reserved usage of any
231 unmetered space in the Summers Street alley shall be \$80.00 per month.

232 (3) *West Side Lots*. The rental fee for each separate usage of any single
233 metered parking space in city owned or operated lots on the West Side, Elk City district,
234 shall be \$0.25 per hour and the rental fee for the reserved usage of any unmetered
235 space shall be \$35.00 per month.

236 (4) *Morris Street Lot*. The rental for each separate usage of any space that is not
237 otherwise made available for metered parking in the city-owned Morris Street lot shall
238 be \$40.00 per month; provided, any such rented space which is unoccupied at the
239 commencement of an event parking period shall be available for event parking on a first
240 come first served basis and subject to the event parking rate.

241 (5) *Smith Street Lot*. The rental for each separate usage of any space that is not
242 otherwise made available for metered parking in the city-owned Smith Street lot shall be
243 \$30.00 per month; provided, any such rented space which is unoccupied at the
244 commencement of an event parking period shall be available for event parking on a first
245 come first served basis and subject to the event parking rate.

246 (6) *Union Building Parking Lot*. The monthly rental rate for each parking space at
247 the city-owned Union Building Parking Lot located between Kanawha Boulevard and
248 the Kanawha River just east of the Union Building shall be at a rate of \$70.00 per
249 month; provided, any such rented space which is unoccupied at the commencement of
250 an event parking period shall be available for event parking on a first come first served
251 basis and subject to the event parking rate.

252 (f) *City Parking Buildings*. Unless otherwise provided herein, the following
253 provisions of this section shall apply to city-owned parking buildings.

254 (1) *Parking Building No. 1—McFarland Street Garage*. The rental fee for the
255 reserved usage of any unmetered space on Floor 6 or above in Building No. 1 shall be
256 \$45.00 per month; on all other floors, the rental fee shall be \$65.00 per month.

257 (2) *Parking Building No. 2—Washington Street Garage*. The rental fee for the
258 reserved usage of any unmetered space in Parking Building No. 2 shall be \$35.00 per
259 month.

260 (3) *Parking Building No. 3—Convention Center North/Greyhound Garage*.
261 Parking Building No. 3 shall be under the control and management of the Charleston
262 Coliseum and Convention Center. Unless a Charleston Coliseum and Convention
263 Center Rate Ordinance provides for other or additional fees for parking in Building No.

3, event or daily parking shall be the rate of \$3.00 per vehicle; monthly parking shall be at the rate of \$25.00 per vehicle.

(4) *Parking Building No. 4—Convention Center South/Quarrier Street Garage.* Parking Building No. 4 shall be under the control and management of the Charleston Coliseum and Convention Center. Unless the Charleston Coliseum and Convention Center Rate Ordinance provides for other or additional fees for parking in Building No. 4, event or daily parking shall be the rate of \$3.00 per vehicle; monthly parking shall be at the rate of \$25.00 per vehicle.

(5) *Parking Building No. 5—Shanklin/City Hall Garage.* The rental fee for the reserved usage of any unmetered space on Floor 4 and above in Parking Building No. 5 shall be \$45.00 per month; on all other floors, the rental fee shall be \$65.00 per month.

(6) *Parking Building No. 6—Summers Street Garage.* The rental fee for the reserved usage of any unmetered space in Parking Building No. 6 shall be \$80.00 per month.

(7) The Director shall designate no fewer than 20 spaces at the lowest or most convenient level practical within each city-owned parking building and equip the same with SMART meters for the use of daily or itinerate parkers, and shall designate as many spaces as practical on the unsheltered rooftop of each building and equip the same with mechanical meters for the use of daily or itinerate parkers; provided, this provision shall not apply to Buildings No. 3 or No. 4 which shall be controlled and operated by the Charleston Coliseum and Convention Center; provided further, that this provision shall not apply to Building No. 2, which shall be controlled and operated by the director of parking consistent with the provisions of subdivision (10) of this subsection.

(8) The rental fee for each separate usage of a SMART metered parking space in a city-owned parking building shall be \$1.00 per hour between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday.

(9) The rental fee for each separate usage of a single metered parking space on the rooftop of a city-owned parking building shall be at the rate of \$0.25 per hour, from 7:00 a.m. through 5:00 p.m., Monday through Friday.

(10) Parking Building No. 2 will continue to be operated with an electronic entry key and ticketed system at the direction of the director of parking. Parking in Parking Building No. 2 shall be free on Saturdays, Sundays, and holidays. The director of parking has the authority to set parking rates for the building and to set hours during which parking rates are charged and collected on Monday through Friday, excluding holidays, provided that the hours during which parking rates are charged shall begin no later than 9:00 a.m. and end no earlier than 5:00 p.m. The hours during which the parking booth may be attended and actively collecting parking fees may be set at the discretion of the director of parking. The discretion given to the director of parking in this subdivision is subject to active lease agreements maintained by the City with tenants of Parking Building No. 2.

Sec. 114-622. - Per-hour parking fees established.

In the areas bounded by Leon Sullivan Way on the east, Kanawha Boulevard on the south, Elk River on the west, and Piedmont Road on the north, the rental fee for use

310 of any single on-street metered parking meters at the rate of \$0.50 per hour as required
311 by the instructions printed upon each meter. Beginning on February 5, 2018, and
312 continuing thereafter, the rental fee for use of single on-street metered parking in the
313 following areas will be according to the following schedule with no maximum parking
314 time, as required by the instructions printed upon each meter:

315

316 *Rate of \$1.00 per hour:*

317 400 block of Laidley Street

318 500 and 600 block of Donnally Street

319

320 *Rate of \$.25 per hour:*

321 500 block of Summers Street

322 700 and 800 block of Donnally Street

323 500 and 600 block of Capitol Street

324 600 block of Eagan Street

325 700 and 800 block of Christopher Street

326 300, 400 and 500 block of Dickenson St.

327 300, 400 and 500 block of Leon Sullivan Way

328 300, 400, 500, 600 block of Morris Street

329 1200 block of Lewis Street

330 1000, 1100, and 1200 block of Washington Street

331 1100 and 1200 block of Virginia Street East

332

333 Beginning on May 21, 2018, or upon installation of web-based parking meters,
334 whichever occurs later, and continuing thereafter, the rental fee for use of single on-
335 street metered parking, and maximum parking times in the following areas will be
336 according to the following schedule, as required by the instructions printed upon each
337 meter:

338

339 Rate of \$1.00 for first hour, \$1.50 for second hour, and an additional \$1.50 for the third
340 hour with a 3-hour maximum time:

341 100 and 200 block of Hale Street

342 Unit block of Dunbar Street

343 200 block of Leon Sullivan Way

344 Unit block to 400 block of Capital Street

345 Unit block to 300 block of Summers Street

346 Unit block to 300 block of Laidley

347 800 block of Kanawha Blvd.

348 1000 block of Virginia Street East

349 500 to 1000 block of Quarrier Street

350

351 Provided, where it is determined by the planning/streets and traffic committee
352 that there is a need for further regulation and control of vehicles parking within this
353 area, the city may designate individual on-street metered parking spaces within this
354 area to allow for less than the maximum of three hours at a rate of not more than \$0.50

355 per 15-minute increments. Any such parking space shall have the time restrictions and
356 rates printed upon each meter.

357

358 If the city consents to temporarily bagging or removing a meter to accommodate
359 construction or other activity, the rental fee shall be \$15.00 per day or any portion of a
360 day for each such meter.

361

362 **Sec. 114-628. - Parking spaces; erecting and relocating meters.**

363

364 The director of traffic engineer shall have authority, upon the approval of the
365 planning/streets and traffic committee of the city council, to designate all the streets
366 where parking meters shall be permitted; and on all such streets or parts so designated
367 or as shall be made available and designated for parking, the director of traffic,
368 engineer, with the approval of the committee, may:

369 (1) Cause parking spaces approximately 20 feet in length to be marked by lines
370 on the curb or pavement or by other appropriate markings;

371 (2) On the sidewalks adjacent to each such parking space, cause to be erected
372 parking meters upon which the deposit of a coin will indicate the duration of the legal
373 parking period and the time when such period has elapsed; and

374 (3) Change the location of the parking space and meters on such streets where
375 they are erected and located and cause such parking meters as located to be moved,
376 transferred and erected on the sidewalks opposite from where such parking spaces are
377 located.

Bill No. 7816:

Introduced in Council:

April 15, 2019

Introduced by:

Samuel Minardi

Adopted by Council:

Referred to:

**Ordinances & Rules
Committee**

Bill No. 7816 - A BILL to amend the Code of the City of Charleston, by adding thereto new sections within Chapter 102, Article V, designated Sections 102-200, 102-201, 102-202, 102-203, 102-204, 102-205, 102-206, 102-207, 102-208, 102-209, and 102-210; and to amend and reenact sections 102-212, 102-213, and 102-215 of said code, all relating to implementing the West Virginia Small Wireless Facilities Deployment Act; detailing the purpose, application requirements, associated fees, zoning applicability, design requirements, and application process; authorizing the Planning Director and Building Commissioner to implement certain guidelines and rules; providing processing deadlines and right-of-way requirements; and updating related sections of code to conform.

Now, therefore, be it ordained by the Council of the City of Charleston:

That the Code of the City of Charleston be amended by adding thereto new sections within Chapter 102, Article V, designated Sections 102-200, 102-201, 102-202, 102-203, 102-204, 102-205, 102-206, 102-207, 102-208, 102-209, and 102-210; and to amend and reenact sections 102-212, 102-213, and 102-215 of said code, all to read as follows:

CHAPTER 102. – STREETS, SIDEWALKS AND OTHER PUBLIC PLACES.

ARTICLE V. – POLES, WIRES AND ANTENNAS.

Sec. 102-200. Purpose.

It is the purpose of this ordinance to implement the West Virginia Small Wireless Facilities Deployment Act, which is codified at W. Va. Code §31H-1-1, *et seq.* This Article establishes nondiscriminatory policies and procedures for use of the rights-of-way and more specifically the placement of small wireless facilities in rights-of-way within the City's jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and reasonable aesthetic qualities of the City rights-of-way and the City as a whole. The City seeks to establish uniform standards consistent with federal and state law to address the placement of small wireless facilities and associated poles in the rights-of-way, including without limitation, to: (1) prevent interference with the use of streets, sidewalks, alleys, parkways and other

public ways and places; (2) prevent the creation of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic; (3) prevent interference with the facilities and operations of facilities lawfully located in rights-of-way or public property; (4) protect against environmental damage, including damage to trees; (5) preserve the character of Historic Districts or areas with Decorative Poles, Decorative Sidewalks, Decorative Streetscapes, or brick streets; and (6) facilitate rapid deployment of small cell facilities to provide the benefits of wireless services to the City's residents and visitors.

Sec. 102-201. Definitions.

(a) As used in this article, this section incorporates all of the definitions contained within W. Va. Code §31H-1-2.

(b) In addition, the following terms shall have the following definitions, as used in this article:

(1) "Day" means a calendar day, but when computing any period of time prescribed by any applicable provision of this article, the day of the act, event, default or omission from which the applicable period begins to run is not included. The last day of the period so computed is included, unless it is a Saturday, a Sunday, a legal holiday or a designated day off in which event the prescribed period of time runs until the end of the next day that is not a Saturday, Sunday, legal holiday or designated day off;

(2) "Excavation" means any work in the surface or subsurface of the public rights-of-way, including, but not limited to the following: opening the public rights-of-way; installing, servicing, repairing, or modifying any facility; and restoring the surface and subsurface of the public rights-of-way. Excavation shall not include activities in public rights-of-way wherein the surface and subsurface are not disturbed and wherein such activities take place through existing manholes, conduits, and other such facilities; and

(3) "Facility" or "Facilities", for the purpose of the definition of "Excavation" only, shall include, but not be limited to, any and all lines, poles, cables, cabinets, ducts, conduits, converters, equipment, drains, handholds, manholes, pipes, pedestals, splice boxes, surface location markers, tracks, tunnels, utilities, vaults, and other appurtenances or tangible things owned, leased, operated, or licensed by a person or company that are located or are proposed to be located under, on, or above ground within the public rights-of-way.

Sec. 102-202. Application.

(a) A wireless provider seeking to conduct any excavation beyond the installation of a new pole within the public rights-of-way, shall follow the City of Charleston Public Rights-of-Way Excavation and Restoration Ordinance Manual, codified at Sec. 102-91 of this code with respect to its excavation activities.

(b) A wireless provider's use of the public rights-of-way that does not require excavation shall follow the provisions of this article to file a permit with the City Engineer, including that the permit application shall include the following:

(1) The applicant's name, address, phone number, and email address, as well as all duly authorized representatives acting on behalf of the applicant

82 (2) A general description of the proposed small wireless facility and associated
83 pole, if applicable.

84 (3) Construction and engineering drawings and information demonstrating
85 compliance with state law and this article, including a structural analysis of the pole
86 where the applicant proposes to install the small wireless facility;

87 (4) An attestation that the small wireless facilities will be operational for use by a
88 wireless provider within one year after the permit issuance date, unless the City and the
89 applicant agree to extend the period or delay is caused by lack of commercial power or
90 communications transport facilities to the site;

91 (5) An attestation that the small wireless facility will comply with Federal
92 Communications Commission regulations concerning (A) radiofrequency emissions
93 from radio transmitters; and (B) unacceptable interference with the public safety
94 spectrum and CII spectrum, including compliance with the abatement and resolution
95 procedures for interference with the public safety spectrum and CII spectrum
96 established by the Federal Communications Commission set forth in 47 C.F.R. 22.970
97 through 47 C.F.R. 22.973 and 47 C.F.R. 90.672 through 47 C.F.R. 90.675;

98 (6) Proof that the applicant maintains property insurance for its property's
99 replacement cost against all risks, workers' compensation insurance as required by law,
100 and commercial general liability insurance with respect to its activities on City
101 improvements or rights-of-way of not less than \$1,000,000 of coverage for damages
102 including bodily injury and property damage: *Provided*, That the commercial general
103 liability policy shall include the City as an additional insured and the certification shall be
104 filed with the application in order for it to be considered complete: *Provided, however*,
105 That a self-insured applicant shall provide sufficient evidence to demonstrate its
106 financial ability to self-insure the insurance coverage;

107 (7) An attestation that it will provide a bond, escrow deposit, letter of credit, or
108 other financial surety required by the City to ensure removal of abandoned or unused
109 wireless facilities or damage to the right-of-way or City property caused by the applicant
110 or its agents, as set by the City, prior to beginning any installation; and

111 (8) An attestation that it will notify the City of Charleston and call the West
112 Virginia 811 "call before you dig" hotline in order to locate all underground utilities at
113 least 72 hours before making any excavation.

114 (c) A wireless provider that seeks to use a City utility pole shall provide the
115 following additional information:

116 (1) The additional wind load that the wireless facility adds to the pole;

117 (2) A description of how the wireless provider will provide power to the wireless
118 facility;

119 (3) A description of how the wireless facility would attach to the pole, including
120 whether it would involve drilling holes in the pole or attaching bands to the pole;

121 (4) Whether there will be additional wire in the pole;

122 (5) An attestation that the applicant is responsible for any damage to the wireless
123 facility if there is a collision that causes damage to the pole;

124 (6) An attestation that the wireless facility will meet all clearance requirements if
125 it is over the roadway; and

126 (7) An attestation that the wireless facility will not interfere with any other
127 equipment signals on the poles that are owned by the City.

128
129 Sec. 102-203. Fees.
130

131 (a) An application is incomplete unless it has the following fees submitted along
132 with the application:

133 (1) \$200 for each small wireless facility on an existing utility pole for the first five
134 poles in the same application, followed by \$100 for each small wireless facility
135 thereafter in the same application;

136 (2) \$250 for the proposed installation, modification, or replacement of a utility
137 pole and the collocation of an associated small wireless facility that is a permitted use,
138 as detailed in Sec. 102-204 of this code;

139 (3) \$1,000 for the proposed installation, modification, or replacement of a utility
140 pole and the collocation of an associated small wireless facility that is not a permitted
141 use, as detailed in Sec. 102-204 of this code.

142 (b) The use of the public right-of-way for the collocation of small wireless facilities
143 or the installation, maintenance, modification, operation, repair or replacement of a
144 utility pole in the right-of-way or any stringing of additional wires, or changing the
145 location of any pole or wire, requires a permit, as detailed in section 102-213 of this
146 code. The fee for such permit is \$25 per pole, per year.

147 (c) An applicant shall pay an annual fee of \$65 per year for access to each City-
148 owned utility pole and complete all the additional requirements stated in Sec. 102-202
149 of this code.

150
151 Sec. 102-204. Permitted Use; Zoning Applicability.
152

153 (a) A wireless provider that seeks to collocate small wireless facilities and
154 associated efforts to install, maintain, modify, and replace the wireless provider's own
155 utility poles or, with the permission of the owner, a third party's utility pole, in, along,
156 across, upon, and under the right-of-way in any zone or outside of the right-of-way in
157 property not zoned exclusively for single-family residential use is a permitted use, as
158 long as the following conditions are met:

159 (1) The structures and facilities are installed and maintained so as not to obstruct
160 or hinder the usual travel or public safety on the right-of-way or to obstruct the legal use
161 of the right-of-way by the City or other utilities;

162 (2) Any new or modified utility pole does not exceed the greater of (A) ten feet
163 above the tallest existing utility pole in place on March 5, 2019, within 500 feet of the
164 new pole or (B) fifty feet above ground level.

165 (3) The small wireless facility complies with the reasonable, written design
166 guidelines created by the Planning Director, as authorized by Sec. 102-205 of this code.

167 (4) Any replacement of decorative poles necessary to collocate a small wireless
168 facility shall reasonably conform to the design aesthetics of the decorative poles being
169 replaced.

170 (5) The area has not been designated solely for underground communications
171 and electrical lines at least three months prior to submission of the permit application;
172 and

173 (6) Any other applicable restriction in state law.

_____ (b) Any other application is not a permitted use and is subject to the Zoning Ordinance for the City of Charleston.

Sec. 102-205. Design Guidelines.

_____ (a) The Planning Director is authorized to create reasonable, written design guidelines that reasonably match the aesthetics and character of an immediate area regarding the following:

_____ (1) The location of any ground-mounted small wireless facilities;

_____ (2) The location of a small wireless facility on a utility pole or wireless support structure;

_____ (3) The appearance and concealment of small wireless facilities, including those relating to materials used for arranging, screening, or landscaping; and

_____ (4) The design and appearance of a utility pole or wireless support structure.

_____ (b) The guidelines shall be applied in a nondiscriminatory manner and shall be posted publicly on the City of Charleston's Planning Department web page. The Planning Director may change the guidelines in a prospective manner for all permit applications moving forward, but may not change requirements on any person who has already applied for a permit. Each new or modified small wireless facility or utility pole installed in the right-of-way shall comply with the Planning Director's current design guidelines as of the time of the permit application.

Sec. 102-206. Application Processing.

_____ (a) All permit applications filed pursuant to this article shall be reviewed for completeness by the City and if the application is incomplete, the City shall notify the applicant within ten days of receiving the application. The City shall specify the missing information in writing and all processing deadlines required by this section are tolled.

_____ (b) An application for collocation of a small wireless facility shall be processed within 60 days of the receipt of the application.

_____ (c) An application for the installation, modification, or replacement of a utility pole in the right-of-way shall be processed within 90 days of the receipt of the application.

_____ (d) Within 60 days of receiving a complete application for use of a City utility pole, the City shall provide a good faith description of any make-ready work necessary to enable the pole to support the requested collocation, including pole replacement, if necessary because the pole would otherwise be structurally unsound. If the applicant accepts the good faith description, the make-ready work shall be completed by the applicant within 60 days of acceptance.

_____ (e) Processing deadlines may also be tolled by agreement of the applicant and the City.

_____ (f) The City may deny the application if the application:

_____ (1) Materially interferes with the safe operation of traffic control equipment;

_____ (2) Materially interferes with sight lines or clear zones for transportation or pedestrians;

_____ (3) Materially interferes with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement;

220 (4) Fails to comply with the reasonable and nondiscriminatory spacing
221 requirements in the same right-of-way as an existing small wireless facility, or an
222 already permitted but unconstructed small wireless facility;

223 (5) Fails to comply with the reasonable and nondiscriminatory rules approved by
224 the Building Commissioner, as authorized in Sec. 102-209 of this code;

225 (6) Fails to comply with the application design guidelines authorized in Sec. 102-
226 205 of this code; or

227 (7) Fails to attest that a small wireless facility will comply with relevant Federal
228 Communications Commission regulations, as required by Sec. 102-202.

229 (g) If the City denies the application, it shall document the basis for the denial,
230 including the specific provision on which the denial was based, and send the
231 documentation to the applicant on or before the day the City denies the application. The
232 applicant then has 30 days to cure the deficiencies identified without paying an
233 additional application fee. The City shall have 30 days to approve or deny the revised
234 application.

235 (h) The installation or collocation shall be completed within one year after the
236 permit issuance date unless the City and the applicant agree to extend the period or a
237 delay is caused by the lack of commercial power or communications facilities at the site.

238 (i) Upon approval of the application and posting of the reasonable bond, escrow
239 deposit, letter of credit, or other financial surety required by the City to ensure removal
240 of abandoned or unused wireless facility or damage to the right-of-way or authority
241 property, the applicant may undertake the installation or collocation and operate and
242 maintain the small wireless facilities and associated poles.

243 244 Sec. 102-207. Consolidated applications permitted.

245
246 An applicant may file a consolidated application and receive a single permit for
247 the collocation of multiple small wireless facilities. The denial of one or more small
248 wireless facilities in a consolidated application may not delay processing of any other
249 small wireless facilities in the same batch.

250 251 Sec. 102-208. Work within and repairs to the Right-of-Way.

252
253 (a) The City may restrict the applicant from working within a right-of-way when a
254 road is closed or its access is limited, but it may not require an additional application for
255 routine maintenance within the right-of-way to permitted facilities;

256 (b) If the applicant needs to close a sidewalk or street in order to install or
257 perform work on the wireless facility, the applicant shall contact the Office of the
258 Director of Traffic and provided a detailed set of Maintenance of Traffic plans that
259 shows any necessary signage, the method of controlling traffic, and any detour routes.
260 The Maintenance of Traffic plans must be reviewed by the Director of Traffic and
261 approved by the Chief of Police and the Collector's Office if any fees are due. The
262 Director of Traffic will notify the applicant when all approvals have been received.

263 (c) If the City determines that it is necessary, appropriate, or useful in response
264 to an imminent danger to public health, safety, or property, or for the construction,
265 repair, maintenance, or installation of a City improvement, to move a small wireless

facility located within the public rights-of-way, then the City shall provide written notice to the applicant and the applicant shall remove the small wireless facility within 90 days.

(d) Any damage to the public right-of-way directly caused by a wireless provider or other utility's activities in the right-of-way shall be repaired in accordance with the City of Charleston Public Rights-of-Way Excavation and Restoration Ordinance Manual, codified at Sec. 102-91 of this code, in order to return the right-of-way to its functional equivalence before the damage. After the wireless provider receives written notice, the city may assess a fine of \$100 per day until the repairs are completed. If the entity fails to make the repairs required by the City within a reasonable time after written notice, the City may complete the repairs and charge the entity for the reasonable, documented cost of the repairs in addition to the daily fine assessed.

Sec. 102-209. Building Commissioner Rules.

(a) The Building Commissioner is authorized to create reasonable rules for construction and public safety in the rights-of-way, including wiring and cabling requirements, grounding requirements, and abandonment and removal provisions, to the extent any additional rules are necessary.

(b) The rules shall be applied in a nondiscriminatory manner and shall be posted publicly on the City of Charleston's Building Department web page. If the Building Commissioner determines that no additional rules are necessary, the web page must state that and point persons to the relevant general rules. The Building Commissioner may change the guidelines in a prospective manner for all permit applications moving forward, but may not change requirements on any person who has already applied for a permit. Each new or modified small wireless facility or utility pole installed in the right-of-way shall comply with the Building Commissioner's current rules for construction and public safety as of the time of the permit application.

Sec. 102-210. Revocation.

The City may revoke a permit at any time if the conditions of the permit are no longer being satisfied.

Sec. 102-212. - Franchise to set or place wires, poles, other paraphernalia, on streets; use of wires.

(a) No person shall set or place any poles, wires, cables, guy lines, stays or other paraphernalia for carrying or supporting wires or keeping them in place in any of the streets and public places in the city unless such person has first procured a franchise from the proper authorities of the city authorizing such occupation of the streets and public places. When duly authorized by franchise granted as required by law, such person may set and maintain poles, wires, cables, guy lines, stays and other like paraphernalia for carrying or supporting wires if the wires are used only for carrying of electricity for light or power; for telephone, telegraph or cable television service; for messenger and signal service; for fire alarm or police alarm purposes or any other public service, but subject to the provisions of this article, and such rules and

312 regulations for the protection of life and property as may be lawfully adopted by the city
313 council.

314 (b) Notwithstanding the provisions of subsection (a) of this section, a wireless
315 provider seeking a permit for small wireless facilities is not required to have a franchise
316 agreement with the City, pursuant to W. Va. Code §31H-2-4, but it may enter into such
317 a non-exclusive agreement if it desires.

318

319 Sec. 102-213. - Permit for additions, replacements, relocations of wires.

320

321 No person shall string any additional telegraph, telephone, messenger, signal or
322 electric lighting wires, or change the location of any pole or wire, or repair or replace
323 any pole or wire without a permit from the ~~city council~~ City Engineer, specifying
324 particularly the proposed location and change or repair. ~~No permit to string any~~
325 ~~additional wire or to change the location of or to repair or replace any pole or wire shall~~
326 ~~be issued to any telegraph, telephone, messenger, television, signal or electric lighting~~
327 ~~company, or to any person or company owning, operating or maintaining overhead~~
328 ~~wires or poles in the city until such company or person shall have filed in the office of~~
329 ~~the city manager a complete list of his poles and overhead wires, giving their locations~~
330 ~~and designating such poles and overhead wires by numbers and letters identifying the~~
331 ~~company to which such poles belong.~~

332

333 Sec. 102-215. - Right of council to prescribe kind, size and location of poles.

334

335 Except as provided in this article more specifically with respect to small wireless
336 facilities, the city council shall have the right to prescribe the kind and size of all poles to
337 be placed upon the streets, and the location of such poles, or to forbid the location of
338 any additional poles at points where traffic is likely to be impeded, where the sidewalks
339 are narrow, where they would be in the way of the fire department, upon any street or
340 part of a street from which poles have been ordered removed by competent authority,
341 or on any street or side of street where there is already an excess of poles.